

GREEN GABLES SUBDIVISION RESTRICTIONS

EXHIBIT "A"

Green Gables Approved Builder's Agreement

The following are some of the restrictions in the Declarations of Covenants, Conditions, Easements, and Restrictions that affect construction on lots within the development. An Architectural Control Committee ("ACC") also exists that has enacted certain rules and regulations that also affect construction. As an Approved Builder, you will be required to obtain approval from the ACC before you begin any construction related activities or if you make any changes to the original approved plans.

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ARTICLE II

VARIOUS PROPERTY RIGHTS

Section 2.1 Use of Lots.

**SAM ORLICH
AUDITOR LAKE COUNTY**

(a) Except as may be otherwise expressly provided in this Declaration, each Lot will be used for residential purposes only as a residence for a Single Family. No trade or business of any kind may be conducted on any Lot. Lease or rental of a Lot will not be considered to be a violation of this covenant, so long as the lease is in compliance with reasonable rules and regulations as the Board may promulgate, or in the absence of such rules and regulations, with the prior written approval of the Board. Any lessee or tenant will in all respect be subject to the terms and conditions of this Declaration, the By-laws, and the rules and regulations adopted hereunder.

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

Section 2.2 Use of Common Areas. No Planting or gardening shall be done, and no fences, hedges, wall or any other structure or planting shall be erected or maintained upon the Common Area or upon any lot, except in accordance with the initial construction of the improvements located thereon by the Declarant or as approved by the Association's Board or their designated representatives. No antennas may be erected upon the Common Area, except the Association may erect a master antenna serving the members. Except for the right of ingress and egress, the Owners of Lots may use property outside their respective Lots only in accordance with reasonable regulations as may be adopted by the Association's Board of Directors or as is expressly provided herein.

Section 2.3 Rules and Regulations. The Association may establish reasonable rules and regulations concerning the use of the Common Area, facilities located thereon, Residential Units and individual Lots. Such regulations will be binding upon the Owners, their families, tenants, guests, invitees, and agents until and unless such regulation, rule, or requirement is specifically overruled, canceled, or modified by the Association in a regular or special meeting by the vote of Owners holding a two-thirds () majority of the Eligible Votes or with the written approval of Declarant so long as Declarant controls the Development as described. The Board will have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosure. In addition, the Association, through the Board, may, by contract or agreement, enforce municipal ordinances or permit the municipality having jurisdiction to enforce ordinances affecting the Development for the benefit if the Association and its Members.

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AUDITOR LAKE COUNTY
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Section 2.4 Sign No advertising signs, for sale signs on vacant Lots, billboards, unsightly objects or nuisances will be erected, placed, or permitted to remain on the property subject to this Declaration. Two political yard signs (each not larger than nine square feet in size) may be placed in yards 30 days prior to a primary, general or special election but must be removed on the day following said election. During construction, one contractor and the lender may erect on the Lot one sign (not larger than nine square feet) indicating their identity.

Section 2.5 Exterior Lighting. Declarant may adopt and designate a standard exterior light fixture to be located on all Residential Units in the Development and may designate a standard location for such exterior light fixtures. No yard lights may be installed by an Owner. All yards lights will be owned by the municipality. No exterior lighting fixture, other than those fixtures approved by Declarant will be installed on the exterior or any Residential Lot. No lighting fixtures will be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. All modifications of exterior lighting must be approved in writing by Declarant or the Association.

Section 2.6 Storage and Parking Vehicles. There will be no outside storage or parking upon any Lot, in front of building line or on the street of any commercial vehicle, truck, van, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, travel-trailer, recreational vehicle, snowmobile, motorcycle, boat or other water craft, boat trailer, or any other such transportation devices of any kind (excluding only non-commercial passenger automobiles, station wagons, and mini-vans) except within the parking spaces in the Owner's garage (with the door closed), or appropriate parking space beyond building line. Any and all modifications must be approved by the Board. for visitors and providers of services temporarily parking in driveway or street and in accordance with the rules and regulations designated and promulgated by the Board. No unlicensed automobiles will be parked longer than 48 hours within any seven day period on any of the Streets or any Lot in the Development. No Owners or tenants will repair or restore any vehicle of any kind upon any Lot, street, private drive, or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of automobiles which may be reasonably parked in the garage as originally constructed.

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

Section 2.7 Pets. No animals, livestock, or poultry of any kind will be raised, bred, or kept on the Development, except that no more than a total of two animals (dogs, cats or other larger household pets) may be kept in the residences subject to the rules and regulation adopted by the Association through the Board, provided that such pets are not kept, bred, or maintained for any commercial purpose. The Board will have the absolute power to prohibit a pet, or any reasonably established class of pets (including but not limited to any specified type of animal other than dogs and cats and any particular breeds of dogs and /or cats), from being kept on any Lot in the Development, including inside Residential Units. Excessive barking by dogs will be considered a nuisance requiring abatement. No animal shelters, containment pen structures or exercise run areas, enclosed or open, will be permitted, placed or erected on any Lot without the approval of the Board.

Section 2.8 Nuisances. No outside toilets will be permitted on any Lot in the Development (except during a period of construction and then only with the consent of the Declarant or Board), and no sanitary waste or other wastes will be permitted to enter the storm drainage system. No discharge from any floor drain will be permitted to enter into the storm drainage system. By purchase of a Lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Declarant, the Association, or any Owner in the Development in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, will become a charge of lien upon the offending Lot occupant, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. No noxious or offensive activities will occur in any Lot or Residential Unit, nor will anything be done on any of said Lots or in any Residential Unit that will become or be an unreasonable annoyance or nuisance to any owner of another Lot or Residential Unit in the Development. Neither Declarant, nor any partner, agent, employee or contractor thereof, the Association, nor any Owner enforcing the provisions of this Section will be liable for any damage which may result from enforcement hereof.

Section 2.9 Garbage, Trash and other Refuse. No occupant of a Lot will burn leaves or permit the burning out-of-doors garbage or other refuse, nor will any such occupant accumulate or permit the accumulation out-of-doors of such refuse on such occupant's Lot except as may be permitted in Section 2.10 below.

Section 2.10 Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish or garbage will be installed underground or will be so placed and kept as not to be visible from any street within the Development at any time, except at the time when refuse collections are being made. If the municipality having jurisdiction does not commence trash collection services, or discontinues trash collection services, the Association may designate a trash collection day and a trash collection service to be used and paid for by the Owners in the Development in furtherance of this paragraph. Additionally, the Association may enter into a master contract for trash collection with a refuse disposal service with the cost thereof to be included as a Common Expense of the Association to be paid by Owners as part of their normal assessments. Additionally, the Association may designate a standard trash container as acceptable by the municipality having jurisdiction or a private disposal company, all at the expense of each Owner, if applicable.

Section 2.11 Temporary Structures. No temporary structure (house, trailer, tent, garage or other out buildings) will be placed or erected on any Lot, nor will overnight camping be permitted on any Lot excepting occasional Lot owner's children "camp-out" activities.

Section 2.12 Model Homes. No Owner of any Lot in the Development other than Declarant or persons having the written permission of Declarant will build, or permit the building upon any such Lot of any dwelling that is to be used as a model home or exhibit house.

Section 2.13 Utility Services. No utility services will be installed under any paved areas in the Development, except by jacking, drilling, or boring unless specifically approved by Declarant (or, the Association, after Declarant turns over control, or after acceptance of such areas by the municipality having jurisdiction). All utility facilities in the Development will be underground, except where required to be placed above ground by the individual utility supplier.

Section 2.14 Wells and Septic Tanks. No water wells will be drilled on any of the Lots in the Development without the approval of Declarant or Association.

Section 2.15 Antennas and Solar Heat Panels. No exposed radio or TV antennas satellite dish antennas over 20 inches in diameter, or solar heat panels will be allowed on any Lots, which is viable from the front of such Lot without the approval of the Board.

Section 2.16 Motor Vehicles. No mini bikes, go-carts, snowmobiles, power boats (electric or gas) or similar motor-driven vehicles will be operated within the Development. This restriction will not restrict the use of toys manufactured for children under the age of nine.

Section 2.17 Storage Tanks. No underground storage tanks, and no attached above-ground storage tanks will be permitted for the storage of gasoline, propane, kerosene, or other fuels.

Section 2.18 Use of Yards. No Clotheslines, outside storage, or other similar uses of yards which may prove detrimental to the value of the adjoining Lots will be permitted. Playground equipment, tennis courts, gazebos, and flag poles are permitted on Lots if approved by Declarant or the Board.

Section 2.19 Maintenance of Lots and Improvements. The owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly.

Section 2.20 Ditches, Swells, and Waterways. It shall be the duty of every Owner of every Lot to keep any ditches, swells, waterways, or storm drainage portion areas as may be situated upon his Lot continuously unobstructed and in good repair and to repair all erosion with respects to such areas situated on such Owner's Lot even if said ditch or swell or waterway is not specifically referenced by an easement on the plat or elsewhere.

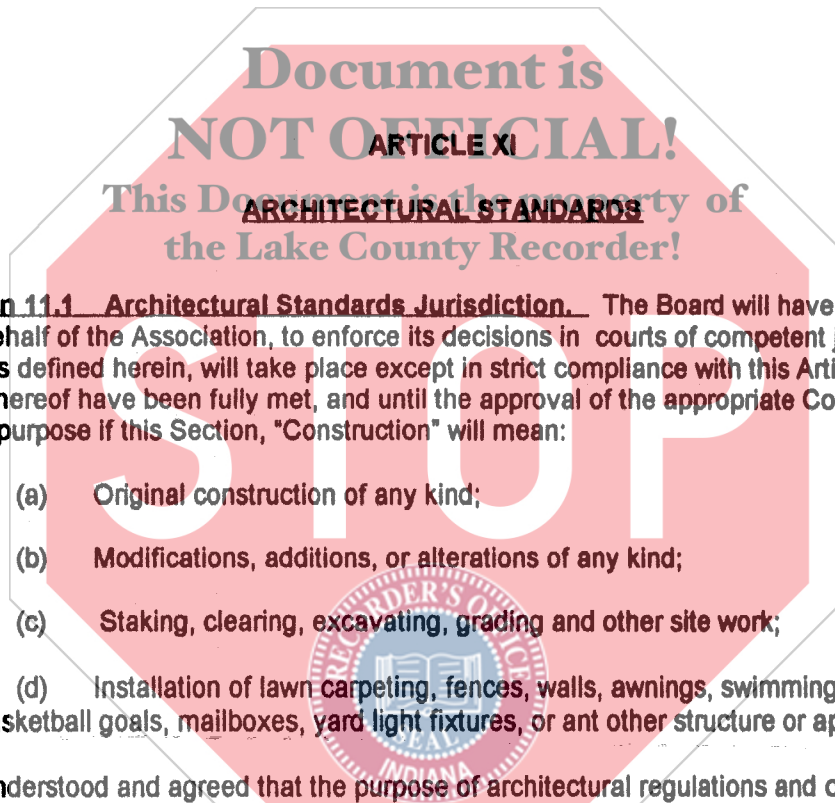
Section 2.21 Soliciting.

(a) Subject to Constitutional protection, if applicable, no person may enter upon any Common Area for the purpose of commercial solicitation, except upon the express authorization or invitation of the Association, upon application for a permit for such purposes by a Member of the Association, provided, however, that this rule will not prohibit the use of said Common Area by Declarant for purpose of advertising, solicitations and sale of any of the properties within the Development, so long as Declarant owns any properties therein.

(b) No Garage sales nor public auctions will be permitted in the Development except by the approval of the Association.

Section 2.22 Swimming Pools. No above-ground swimming pools will be installed on any Lot.

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



Section 11.1 Architectural Standards Jurisdiction. The Board will have the authority and standing, on behalf of the Association, to enforce its decisions in courts of competent jurisdiction. No construction, as defined herein, will take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate Committee has been obtained. For purpose of this Section, "Construction" will mean:

- (a) Original construction of any kind;
- (b) Modifications, additions, or alterations of any kind;
- (c) Staking, clearing, excavating, grading and other site work;
- (d) Installation of lawn, carpeting, fences, walls, awnings, swimming pools, playground equipment, basketball goals, mailboxes, yard light fixtures, or any other structure or appurtenance of any kind.

It is understood and agreed that the purpose of architectural regulations and controls is to secure an attractive, harmonious residential development having continuing appeal by assuring materials and design elements are harmonious in conjunction with the way building and improvements relate to each other and the environment.

Section 11.2 Board Authority. The board will have exclusive jurisdiction over all Construction on Lots and on the open space, if any, on any portion of the Development appurtenant thereto, provided; however, the Board may delegate this authority to the appropriate board committee of any residential association subsequently created or subsequently subjected to this Declaration so long as the board has determined that such board or committee of any residential association subsequently created or subsequently subjected to this Declaration so long as the Board has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the board. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. No permission or approval will be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally

approved plans and specifications. Nothing contained herein will be construed to limit the right of an Owner to remodel the interior of his or her residence, or to paint the interior of his or her residence any color desired.

Section 11.3 Procedures for Approval. Approvals required by this Article will be in written form by the Board or appropriate Committee, and will be forthcoming only after written application has been made and application fee paid, if any, to the Board or appropriate Committee by the Owner of the Lot requesting authorization. Such written application will be in the manner and form prescribed from time to time by the Board of applicable Committee and will be accompanied by four of all of the following:

(a) Two complete sets of plans and specifications drawn to scale setting forth the nature, kind shape, height, color and composition of all exterior materials proposed to be used; and the square footage, level by level, as well as the total square footage of the residence (excluding below grade).

(b) Plot plan drawn to scale showing street(s) location, all lot dimension; all structures proposed or existing on the lot, their size, location and distance from each other and to adjacent property of right-of-way- lines; location/width of driveways(s); location/width of sidewalks(s); required setback distances from property or rights-of-way; topography and physical features. Indicate elevation of the proposed improvements as it relates to the existing street elevation and adjoining land(s). All elevations must comply with Declarant's master engineering plan which specify finished floor elevations. Elevations shown on the master plans are guidelines and may be altered by the Board when needed to conform to existing conditions. As drawn, prepared and sealed by either a registered land surveyor, engineer or architect.

(c) Landscaping plan drawn to scale setting forth the nature, kind, shape, height of all materials to be used; sod and seed areas.

(d) Soil erosion and sedimentation control plan.

(e) Drainage, grading and site plan indicating topography and proposed plans for handling of on-site drainage, including, but not limited to, sump pump discharge, gutter drains, driveway drains, ditches, swells, sedimentation basins or berms; show physical features such as existing plant life, tree group, creeks etc. Such plans must comply with Declarant's master engineering plans for elevations and drainage.

(f) Only Builders approved by the Board may build in the Development. If an Owners builder is not pre-approved, Owner must submit a Resume of builder evidencing quality experience and demonstrated achievements including references. Proof of builder's financial capability must also be provided. Owner will be responsible to obtain and submit the builder's packet.

In addition, permission to build (in the form of a building permit or other certified means) must be obtained from all regulatory bodies subsequent to Committee approval but prior to any improvements.

Section 11.4 Power of Disapproval. The Board or appropriate Committee may refuse to grant approvals required under this article when:

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these restrictions or the requirements of the applicable Supplemental Declaration;

(b) The design or color scheme of a proposed exterior repainting modification of improvement is not in harmony with the general surroundings of the Lot, with adjacent buildings or structures, or with Community-Wide Standards, all as determined in the sole discretion of the Committee;

(c) The proposed improvements, construction or modifications, or any part thereof, would be contrary to the interests, welfare or rights of all or any part of the other Owners, all as determined in the sole discretion and the opinion of the Board of applicable Committee;

(d) In the event that the Board or appropriate Committee has not acted upon the submission within 30 days by the issuance of a written approval, the submission will be deemed to have been denied.

Section 11.5 Hold Harmless. Neither the Association, its directors and committee created by the Board, nor any member thereof, will be liable for any damage, loss or prejudice suffered or claimed by any Owner or contractor who submits such plan on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (e) the development of any property within the Development. Any person(s) submitting plans to either or both of such Committees will hold Declarant, the Association, its directors, the Committees and any member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorney's fees incurred.

Section 11.6 Declarant Improvements. Notwithstanding any other provisions of this Declaration, neither the Association nor the Board will have any powers with the respect to any construction, improvements or modifications undertaken by the Declarant, its agents, contractors, suppliers, or subcontractors (or any assignee of Declarant if Declarant has approved the plans therefor).

Section 11.7 Inspection. The Board or their duly authorized agents, may inspect work being performed with their permission to assure compliance with this Declaration, the requirements of the applicable Supplemental Declaration and any applicable regulations of the Associations.

Section 11.8 Remedies for Failure to Obtain Approval. In the event any construction or modifications are made without first obtaining approval of the Board of appropriate committee as required herein; the Association and the applicable committee will have the powers of enforcement granted to the Association generally for the purposes of this Declaration and may require any modifications, construction, changes or improvements undertaken or installed without the approval of the applicable committee to be removed or renovated by whatever means the Association and/or applicable Committee deems appropriate, with all the costs thereof, including costs of collection and attorneys' fees to become a lien against the defaulting Owner's Lot.

Section 11.9 Certain Architectural Standards. All Lots will improved according to the following standards. If the standard is such that it sets a minimum, the standard may be exceeded.

(a) **Size.** Single story Residential Units will contain a minimum of 1,800 square feet of living area. Two story Residential Units will contain a minimum of 2,200 square feet of living area with a ground floor area of at least 1,200 square feet. No Bi-level Residential Units will be allowed. All construction will be "stick built" at the Lot.

(b) **Garages.** For Lots that are 100 feet or wider, Residential Units will be constructed with an attached garage to be accessed from the side of the Residential Unit. The Board may approve a front access garage.

(c) **Roof.** Roof pitches must be 6:12 or steeper.

(d) **Landscaping; Trees.** No clearing of any Lot may occur without Board approval. Each Owner will keep its Lot landscaped to maintain a neat, clean appearance and in a manner to reasonably control erosion of the Lot. No trees existing on the Lot in excess of 3 inch caliper may be removed without Board approval. Except for the Lawn, all landscape will be completed within 90 days after an occupancy permit is issued and the lawn must be sodded or hydroseeded before occupancy. The Board may, defer the landscaping and lawn activities upon acceptable to the Board.

(e) **Setbacks.** All Lots will have the following setbacks:

- (i) Front As required on the Plat
- (ii) Side As required by municipality
- (iii) Back As required by municipality

(f) **Fencing.** All fencing must receive Board Approval.

(g) **Curbs and Temporary Drives.** No construction activities or site preparation may commence until the drive entrance is paved with stone as required by the Board so that soil is not tracked off site. No traffic may have access or leave the Lot from any point on the Lot except for the stone paved entrance area. Any damage to the curbs will be repaired or replaced at the Owner's expense.

(h) **Drives.** All driveways must be constructed of concrete or paving blocks designed for driveway use.

Section 11.10 Erosion Control. Declarant has prepared a erosion control plan in accordance with the requirements of 327 I.A.C. 15-1et seq. ("Rule 5"). [Portions of Section 11.10 deleted].

All measures involving erosion control practices shall be designed and installed in accordance with the requirements of the State of Indiana set out in Rule 5, as such regulations may amended or replaced with successor regulations, provided, however, that the minimum requirements above will at times be followed unless prohibited by law or ordinance. The Owner will indemnify the Declarant against all liability, damage, loss claims, demands, and actions of any nature which may arise out of or are connected with or are claimed to arise out of or connected with, any work done by an Unit Owner or its agents, contractors, subcontractors, and employees which is not in compliance with required erosion control measures.

Section 11.11 Power to Grant Variances. The board may allow reasonable variances adjustments of the provisions of this Declaration where literal application, in the sole discretion of the Board, would result in unnecessary hardship, but any such variance or adjustment will be granted in conformity with the general intent and purpose of this Declaration, and no variance or adjustment will be granted which is materially detrimental or injurious to other Lots in the Development. All such variances will be subject to all applicable laws, ordinances, rules and regulations of any government agency or political subdivision having jurisdiction over the Development. No variance granted pursuant to the authority granted herein will constitute a waiver of any provision of this Declaration as applied to any other Person, Owner, Lot or Residential Unit.

Section 11.12 Plan Approval Fee and Lien. For each Residential Unit constructed on a Lot, the Owner will pay a construction fee equal to \$1.00 per square foot of living space, \$.50 per square foot of garage space. The fee will cover, but not be limited to, Declarant's cost to review plans administer the approvals of construction on Owner's Lot under these Covenants, and to inspect and verify construction accordance with these Covenants, to the extent deemed necessary by Declarant. Such fee will be paid before or at closing of the sale of the constructed improvements. Such fee will be a lien on the Lot on which such Residential Unit is constructed. Upon request of the Owner, Declarant will provide written notice of the amount of such fee to the agent closing the transaction. The amount of the lien may be collected and foreclosed in the same manner with the same fees as delinquent assessments.

APPROVED BUILDER'S CONSTRUCTION AGREEMENT

The undersigned Builder has applied to Rockville Developments & Contracting Inc., agent for the owner and the developer of Green Gables to become an approved Builder within Green Gables ("Development"). As an approved Builder, the Builder will be required to comply with certain minimum standards set forth by the Developer and obtain various approvals as required by the Green Gables Declaration of Covenants, Conditions, Easements, and Restrictions and rules and regulations set forth by the Developer, the Board or the Architectural Control Committee of Green Gables Property Owners' Association (collectively, "Approving Entities") as authorized in the Declaration.

In consideration of becoming an approved Builder, Builder agrees as follows:

1. **Compliance.** The Declaration contains the architectural standards and procedures set forth, in part as Exhibit "A" to this Agreement. Builder agrees to comply with the requirements in Exhibit "A" and all other building requirements set forth in the Declaration or promulgated by the Approving Entities at all times. The Requirements in Exhibit "A" are a partial listing of the requirements set forth in the Declaration and requirements promulgated by the Approving Entities. The Approving Entities retain the right to enact and enforce other rules and regulations concerning the construction activities of Owners and Builders within the Development.

2. **Enforcement.** If contractor does not comply with the standards, the Approving Entities or their agents may notify Builder of its noncompliance and Builder will, within three days, take all actions necessary to remedy such noncompliance. If Builder does not remedy the noncompliance within such time period, the Approving Entities may take all action necessary to remedy such noncompliance, including self help or legal action for damages or specific performance. If the Approving Entities are required to take any action, legal or otherwise, to enforce this Agreement, they will be entitled to recover from Builder all expenses of remedying the noncompliance, and their cost, including attorneys fees, in remedying the noncompliance or in any legal action taken.

3. **Non-Exclusivity.** The remedies of this Agreement are non-exclusive. By taking action under this Agreement, the Approving Entities do not waive any actions or remedies that they may take under any other agreement or under statutory or common law. By taking any action under this Agreement, the Approving entities do not waive the right to take any action against the Owner of the lot on which the nonconforming activities are occurring.

4. **Rescission.** The Approving Entities may, at their discretion, rescind a Builder's approval to build within the Development and remove such Builder from the approved list of builders, except that Builder may complete any improvements it is currently working on at the time of removal if any noncomplying work is remedied and all activities are brought into compliance. By being named an approved builder, Builder does not obtain any property right. Any action taken under this Agreement by the Approving Entities will be conclusive and will not be subject to appeal to any body.

5. **Construction Restrictions.**

(a) All approved work must be performed within the normal work week, Monday through Friday between the hours of 7:00 AM and 5:00 PM. No construction activities or site preparation shall be performed on Holidays or weekends, (beginning Friday at 5:00 PM and ending on Monday 7:00 AM).

(b) All rubbish and debris must be contained in a approved garbage receptacle, not to be located outside property boundaries. No soil, rubbish, or any debris will be tolerated outside property boundaries.

6. **Erosion Control.**

(a) A silt fence along adjacent curbs must be provided and maintained by property owner prior to and throughout construction.

(b) A stone paved entrance to and from construction must be installed prior to and maintained throughout construction project. Any and all vehicles must enter and exit only on stone pavement.

(c) Any and all soil removed from site must be approved in writing by the developer.

(d) any soil tracked from site to road must be removed prior to the end of business day.

7. **Builder's Fee's, Executing and Effective Date.** Builders will execute this Agreement upon submission of its application to become an approved builder. If Developer approves Builder as an approved Builder, it will execute the appropriate section below. If Developer refuses to name builder an approved builder, it will execute the appropriate section below and notify builder of its disapproval, and this agreement will be void. Builder has been notified that for each house that is constructed on a Lot within the Development, a plan approval fee will be collected equal to \$1.00 per square foot of living space, \$.50 per square foot of garage space. Such fee must be paid when the sale of the house is closed and it is a lien on the Lot. Builder and the Owner will be jointly and severally liable for the plan approval fee.

IN WITNESS WHEREOF, Builder executes this Agreement as a part of its application to become an approved builder and agrees to be bound by its terms.

Dated this _____ day of _____, 1998.

_____, Company _____ Builders Representative

STATE OF INDIANA, _____ COUNTY, ss:

Before me, the undersigned, a Notary Public in and for the said County, this _____ day of _____, 1998, came

_____, and acknowledge the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires _____ Notary Public

This instrument prepared by: _____ Resident of _____ County

[] Developer approves Builder as an approved Builder. [] Developer denies Builder approved status.

Dated this _____ day of _____, 1998.

Dated this _____ day of _____, 1998.

Green Gables Subdivision

Green Gables Subdivision

By: *Rockville Developments & Contracting Inc.*

By: *Rockville Developments & Contracting Inc.*

By: _____

By: _____

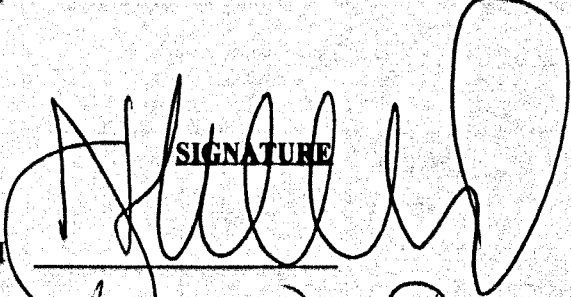
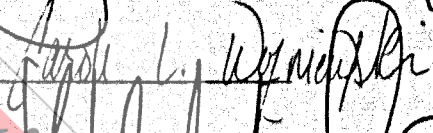


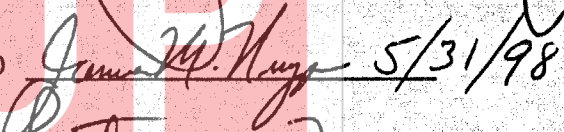
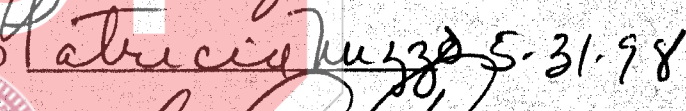

Jeffery H. Wozniwski (President)

Jeffery H. Wozniwski (President)

GREEN GABLES

DECLARATION OF COVENANTS FOR LOTS IN GREEN GABLES AN ADDITION TO LAKE COUNTY, INDIANA.

THIS DOCUMENT HAS BEEN RECEIVED, READ, AND APPROVED BY:

LOT	ADDRESS	OWNER	SIGNATURE
1	8049 W 85TH COURT	JEFERY H. WOZNIEWSKI	
		CAROLE L. WOZNIEWSKI	
2	8119 W 85TH COURT	JEFFERY H. WOZNIEWSKI	
3	8170 W 85TH COURT	JEFFERY H. WOZNIEWSKI	
4	8120 W 85TH COURT	JAMES M. NUZZO	 5/31/98
		PATRICIA NUZZO	 5-31-98
5	8050 W 85TH COURT	EDWARD R. CASPER	
		JUNE M. CASPER	