

THE POINTE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

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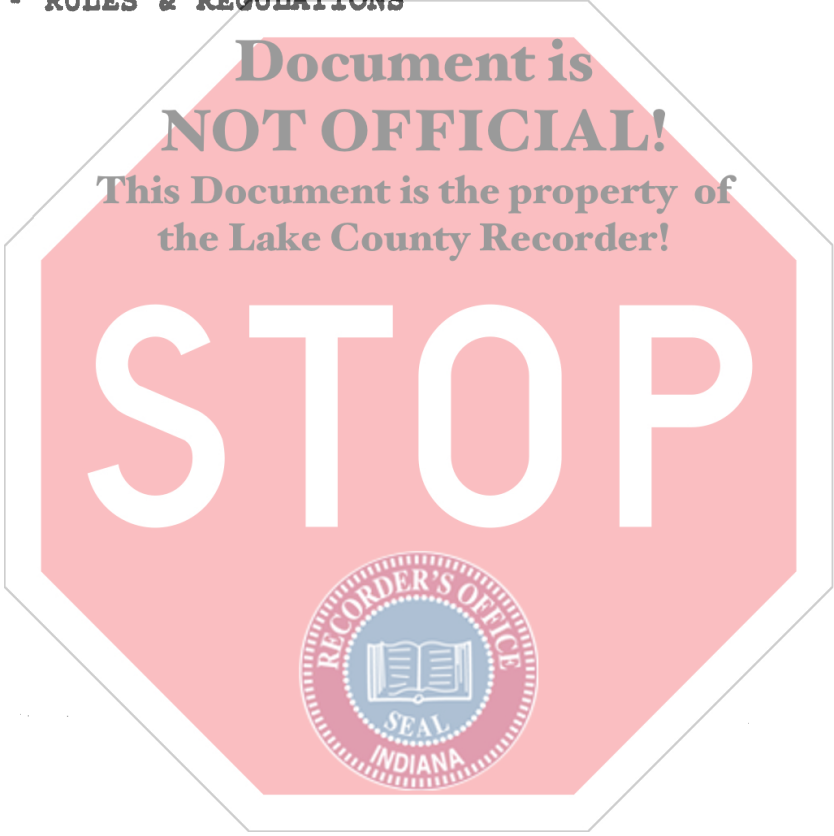
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THE POINTE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made by LAKE COUNTY TRUST COMPANY, as Trustee, under the terms and provisions of a certain Trust Agreement dated April 26, 1993, as Trust No. 4426 ("Declarant");

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Lake County, Indiana, more particularly described in EXHIBIT "A" ("Properties") affixed hereto and made a part hereof; and

WHEREAS, Declarant is desirous of subjecting the Properties to the covenants, conditions and restrictions hereinafter set forth; and

WHEREAS, Each and every covenant, condition and restriction hereinafter set forth is for the benefit of, and binding upon, the Properties and each present and future owner of interests therein, their heirs, successors and assigns;

NOW, THEREFORE, Declarant hereby declares that the Properties herein described shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. "Articles and By-Laws". The Articles of Incorporation of the Association filed with the Indiana Secretary of State, (substantially in the form attached hereto as EXHIBIT "B"), and the By-Laws of the Association (substantially in the form attached hereto as EXHIBIT "C").

Section 2. "Association". THE POINTE MASTER ASSOCIATION, INC., its successors and assigns.

Section 3. "Board". The Board of Directors of the Association.

Section 4. "Common Area". All real property (and interests therein and improvements thereon) described in Exhibit "A" and all additions thereto and personal property which is (or is to be) provided for, owned or leased by, or dedicated to, the common use and enjoyment of the Owners and services provided thereon, including, but not limited to, open space areas, private streets, drainage areas, buffer zones, utility facilities, parking areas and easements, lighting and entranceways. The Common Area shall consist of all portions of the Properties which are not portions of any of the properties which are now or hereafter submitted to homeowners ownership, condominium ownership (or other form of property ownership), or dedicated to a governmental entity or the public.

Section 5. "Condominium Association". The entity(s) formed, if any, for the administration of condominiums within the Properties.

Section 6. "Condominium Declaration(s)". The documents creating the condominium(s).

Section 7. "Condominium Property". The portions of the Properties submitted to Condominium Ownership.

Section 8. "Conveyance Date". The date upon which Declarant conveys the Common Areas to the Association.

Section 9. "Declarant". The entity identified as Declarant above, its specific designees, successors and assigns as set forth in Article XIV hereof.

Section 10. "Homeowners Association". The entity(s) formed for the purpose of administration of non-condominium residential ownership within the Properties such as townhouses, duplexes, zero lot line dwellings and single family dwellings.

Section 11. "Homeowners Declaration(s)". The documents relating to the administration of non-condominium residential ownership.

Section 12. "Homeowners Property". The portions of the Properties subject to Homeowners Declarations.

Section 13. "Operating Entity". The entity responsible for the operation and administration of the Common Areas. Initially, the Operating Entity is the Seasons Development Corp., an Indiana Corporation. After the Conveyance Date, the Operating Entity is the Association.

Section 14. "Operating Costs". All costs of ownership, operation and administration of the Common Areas, including, but not necessarily limited to, utilities, taxes, insurance, bonds, maintenance, security costs, salaries, management fees, service costs, repairs, replacements and refurbishments and any and all costs relating to the discharge of the obligations hereunder as determined to be part of the Operating Costs by the Operating Entity.

Section 15. "Owner". The record owner, (whether one or more persons or entities) of fee simple title to any Unit. The term "Owner" shall not include Declarant or (except as provided to the contrary in any Condominium or Homeowners Declaration) the developer of a portion of the Properties, or those having an interest merely as security for the performance of an obligation.

Section 16. "Project Completion Date". The date upon which all Units in the Project as ultimately planned and as fully completed have been conveyed by the Declarant thereof to Owners.

Section 17. "Project". The Project in which the Properties are located. The Declarant may, when amending or modifying the description of the real property which is subject to the operation of this Declaration may also amend or modify the definition of the project without the consent of joiner of any other party (including Owners, the Association, any Condominium or Home Owners Association, or any mortgagees of any Units).

Section 18. "Properties". That certain real property described in Exhibit "A" affixed hereto and made a part hereof. The Properties are subject to additions thereto as may hereafter be brought within the provisions and applicability of this Declaration and/or deletions therefrom.

Section 19. "Unit". A residential dwelling constructed within the Properties.

Section 20. "RECREATION" A area or areas for gathering and recreation on the Common Area.

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TERM AMENDMENT

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of Fifty (50) years from the date this Declaration is recorded. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. The Declarant shall have the right, at any time until the Project Completion Date, to amend this Declaration as it deems appropriate in its sole discretion. After the "Conveyance Date", except as provided to the contrary herein, this Declaration may also be amended at any time, and from time to time, upon the execution and recordation of an instrument executed by the Association upon concurrence of the Owners who are entitled to vote sixty-six (66%) percent of all votes of each class of voting membership in the Association entitled to vote on the matter as set forth in the Association's Articles and By-Laws. Until the Project Completion Date, the Declarant's written consent to any amendment must first be obtained. No amendment shall negatively affect the rights of Declarant without the consent of the affected Declarant. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Notwithstanding anything contained herein to the contrary, if required by applicable law or governmental regulation, the prior written approval of any governmental entity or agency having jurisdiction is required for any amendment to this Declaration then the consent of such entity or agency must be obtained.

ARTICLE III

ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. **Annexation by Declarant.** Until the Project Completion Date, additional lands may be annexed to the Properties by Declarant. Except for applicable governmental approvals (if any), no consent from any other party, (including any Condominium Association, any Homeowners Association, any Other Association or any mortgagees of any Units) shall be required. Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a short form notice, executed by Declarant. The notice shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the covenants, conditions and restrictions of this Declaration, thereby subjecting the annexed lands to the covenants, conditions and restrictions contained herein as fully as though said annexed lands were described herein as a portion of the Properties. The Notice of Declaration may contain additions or modifications of Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed land.

Section 2. **Annexation by Members.** After the Project Completion Date, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership of the Association, and compliance with applicable governmental approvals.

Section 3. **Withdrawal.** Until the Project Completion Date, the Declarant shall be entitled to withdraw any portion of the Properties (or any additions thereto) from the provisions and applicability of this Declaration, by recording a notice thereof in the Public Records. The right of Declarant to withdraw portions of the Properties shall not apply to any Unit which has been conveyed to an Owner unless said right is specifically reserved in the instrument of conveyance. The withdrawal of any portion of the Properties shall not require the consent or joinder of any other party, (including Owners, Association, any Condominium Association, any Homeowners Association, or any mortgagees of any Units).

Section 4. **Paramount Right.** Notwithstanding anything to the contrary herein, the Declarant, or its nominees, shall have the paramount right to submit and include any portions of the Properties to condominium ownership, homeowners ownership, or any other ownership, and subject to a Homeowners Declaration or to make any portions of the Properties submitted, deleted from the definition of Common Area.

Section 5. **Vacating Recorded Plat.** If required by applicable law or government regulation, Declarant will not vacate any portion of a Plat for all or a portion of the properties, as recorded in the

Public Records, which provides for open space, unless it vacates the entire Plat of record.

Section 6. Dissolution. After the Conveyance Date, in the event of the dissolution of the Association, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Indiana for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Areas.

ARTICLE IV

MEMBERSHIP

Section 1. Agreement. Each Owner by acceptance of a deed to a Unit within the Properties, agrees to be subject to this Declaration and the provisions hereof. The provisions hereof are equitable servitudes and run with the Unit.

Section 2. Transfer. The transfer of the fee title to a Unit, whether voluntary or by operation of law, terminating the Owner's title to a Unit shall terminate said Owner's rights to the use and enjoyment of the Common Area as it pertains to that Unit. The Owner's rights and privileges under this Declaration are not separately assignable. The Owner of each Unit, which is subject to this Declaration, or succeeds to the predecessor's title, is entitled to the use and enjoyment of the Common Area and is burdened with the duties and responsibilities in accordance with the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Unit in the Project are hereby put on notice that in acquiring the interest, they shall be fully bound by the terms of this Declaration. In no event shall any Owner of a Unit acquire any rights in the Properties that are greater than the rights granted to, and the limitation placed upon their predecessor in title pursuant to the terms of this Declaration.

Section 3. Membership. Upon acceptance of title to a Unit and as more fully provided in the Articles, each Owner subject to this Declaration becomes a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any such right.

Section 4. Types and Voting Rights. Membership and voting rights in the Association are governed by the provisions of Articles and By-Laws attached hereto as Exhibit "B" and "C".

Section 5. Control of Common Area. The Association has no active functions until the Conveyance Date. As set forth in the Articles

and By-Laws of the Association, the Declarant has the right to retain control of the Association after a majority of Units in the Project have been sold and until the Project Completion Date.

ARTICLE V

OPERATION OF COMMON AREAS

Section 1. **Prior to Conveyance.** Until the Conveyance Date, the Common Area shall be owned, operated and administered by the Declarant for all purposes and uses for which it is reasonably intended, as Declarant in its sole discretion, deems appropriate. During such period, the Declarant shall own, operate and administer the Common Area without interference from any Owners, Association, any Condominium Association, any Homeowners Association, any mortgagees of any Unit or any other person or entity whatsoever.

Section 2. **Construction of Facilities.** Declarant has or will construct, at its sole cost and expense, certain facilities which shall consist initially of roadways, entrances, landscaping, and an entry utility house, together with equipment and personalty contained therein, and such other improvements and personalty as Declarant in its sole discretion, determines. Declarant shall be the sole judge of the composition of the facilities and improvements. Declarant reserves the absolute right to, from time to time, in its sole discretion, construct at its own expense, additional improvements upon the Common Area and to modify and change the facilities and improvements now or then constituting the Common Areas. Declarant is not obligated to, nor has it represented that it would, modify or add to the Common Area as they are contemplated as of the date hereof.

In addition to the improvements and facilities specified above, Declarant shall have the unequivocal right, at all times, to change and add to the improvements and facilities which area is a part of the Common Area and this right shall include the right to add or delete areas and facilities as a part of the Common Area. Declarant is the sole judge of the foregoing, including the plans, specifications, designs, location, completion schedule, materials, size and contents of the Common Area, or changes or amendments to the Common Area. Declarant shall have the right to specify that certain Owners shall have the right to use portions including parking spaces of the Common Area, to the exclusion of others, and, in such event, the Declarant may, but is not obligated to, allocate the expenses attributable thereto, if any. Notwithstanding anything to the contrary, an amendment to this Declarant shall only require the signature of Declarant, and need not be approved by any other persons or entities whomsoever.

Section 3. **Delegation.** The Common Area shall at all times be under the complete supervision, operation, control and management of the Operating Entity. The Operating Entity may delegate all or a

portion of such supervision, operation, control and management to such parties or entities as it deems fit.

Section 4. Use. The Common Area shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use the Common Area. The Operating Entity has the right, at any and all times, and from time to time, to further additionally provide and make the Common Area available to other individuals, persons, firms or corporations, as the Operating Entity deems fit. The granting of such rights shall not invalidate this Declaration, reduce or abate the Owner's obligation due pursuant to this Declaration, or give any of them the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

Section 5. Rules. Each Owner and the members of their family, invitees, servants, occupants and guests and other persons or entities using the Common Area shall observe and comply with all Rules and Regulations which now or may hereafter be promulgated, from time to time, by the Operating Entity, its successors and assigns, as it, in its sole discretion, deems necessary for the use, care, safety and cleanliness of the Common Area, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the Common Area. The Rules and Regulations as promulgated from time to time, shall be posted in a conspicuous place on the Common Area and shall be effective from the date of posting. The Operating Entity shall not be liable to any Owner due to any violation of the Rules and Regulations by any person using the Common Area. The Rules and Regulations as promulgated, from time to time, shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim. Compliance therewith shall be deemed agreed to by each Owner. The Association shall observe and comply with all obligations imposed upon it herein and with the provisions of the rules and regulations relating to the aesthetics of the Project, as adopted, from time to time. The initial Rules and Regulations are attached hereto as Exhibit "D".

Section 6. Exceptions for Declarant. The foregoing use and maintenance restrictions shall not apply to Declarant, or to any property while owned by Declarant, or to any undeveloped property, and shall not be applied in a manner which would prohibit or restrict development of any property and the construction of any Units, buildings or other improvements thereon, or any activity associated with the sale of any Units, by Declarant. Specifically, and without limitation, Declarant shall have the right to: (i) construct any buildings or improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on any Properties; (iii) place, erect or construct portable, temporary or accessory buildings or structures

upon any Properties for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any Properties; (v) post, display, inscribe or affix to the exterior of a Unit or upon any of the Properties, signs and other materials used in developing, constructing, selling or promoting any improvements; (vi) excavate fill from within and/or contiguous to the Properties, store fill on the Properties, and sell excess fill from the Properties; and (vii) grow or store plants and trees; and (viii) undertake all activities which, in the sole opinion of Declarant, are necessary for the development of the Properties or any lands or improvements therein.

Section 7. Default. No default by any Owner in the performance of the covenants and promises contained in this Declaration or any person using the Common Area, or any other act of omission by any of them, shall, concerning any other owner, be construed or considered: (a) as a breach by a non-defaulting Owner or the Operating Entity of any of their promises or covenants in this Declaration; or (b) as an actual, implied or construction dispossession of the Owner from the Common Area; or (c) as an excuse, justification, waiver or indulgence of the covenants and promises herein.

Section 8. Over-all Systems. This Declaration allows for future, the providing of Project entry security systems, road maintenance, common area maintenance, and other matters relating to the Project as a whole. Each Condominium Association and Homeowners Association, and any other entity, shall, if requested by the Operating Entity, enter into agreements relating to any of the same. The Operating Entity shall not be liable for the failure of the security system or of any contractor to monitor the security system.

Section 9. Conveyance. Within sixty (60) days after the Project Completion Date, or earlier if elected by Declarant, it its sole discretion, the Common Area will be conveyed, free and clear of mortgages, by Special Warranty Deed from Declarant to the Association. The conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record. The Association shall, in form satisfactory to counsel for Declarant, assume and agree to pay all continuing obligations and service and similar contracts relating to the ownership, operation and administration of the Common Area and other obligations imposed upon the Operating Entity herein, and shall indemnify and hold Declarant harmless on account thereof. The Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. The Common Area shall be conveyed in "as is, where is" condition subject only to the warranties of title contained in the instrument of conveyance.

Section 10. Operation after Conveyance. After the conveyance of the

Common Area to the Association, the Common Area shall be owned, operated and administered by the Association for the use and benefit of the owners of all property interests in the Properties, including, but not limited to, Owners, Condominium Associations, Homeowners Association, and any other entity, and Declarant and any mortgagees of any interest.

Section 11. **One Association.** In the event that there is only one Condominium Association or Homeowners Association administering all forms of property ownership created in the Project, then, at the election Declarant, the Common Area may be conveyed, in lieu of the conveyance to the Association, (under the same terms and conditions) to the Condominium Association or Homeowners Association, or other entity as "Association Property". If such conveyance is made, the Condominium Association, Homeowners Association, or Other entity as the case may be, shall thereafter administer the Common Area subject to the provisions of this Declaration and the Association shall thereafter be dissolved without further action.

Section 12. **Non Condominium Property or Homeowners Property.** The Common Area is not condominium property nor is the Association a Condominium Association or Homeowners Association, nor is the Common Area subject to the provisions of I.C. 32-1-6 because:

- (i) The rights created herein were not created by a Condominium Declaration or Homeowners Association; and
- (ii) The Association is not a Condominium Association or Homeowners Association, nor is it any corporate entity responsible for the operation of a Condominium, or single home, townhouse or duplex development and was not created by a Condominium Declaration, and does not possess the powers of a Condominium Association or Homeowners Association; and (iii) Members of the Association may or may not be owners of Condominiums or other units.

ARTICLE VI

MAINTENANCE OBLIGATIONS

Section 1. **Common Area.** The Operating Entity shall at all times maintain, repair and replace the Common Area, including all improvements placed thereon.

Section 2. **Right of Entry.** The Operating Entity is granted a perpetual and irrevocable easement over the Properties and Units for the purposes herein expressed, including the right to inspect, (including inspection to ascertain compliance with the provisions of this Declaration) or to perform any maintenance, painting, alteration or repair which it is entitled to perform.

Section 3. **Additional Maintenance.** The Operating Entity shall, if designated by Declarant, maintain vegetation, and landscaping upon areas which are not within the Properties, but abut or are proximate to same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi governmental entity, so as to enhance the appearance of the Properties. These areas may include (for example) swale areas or median areas within the right of way of abutting public streets, roads and easements.

Section 4. **P.U.D.** The Common Area may be included within the boundaries of a planned unit development (P.U.D.). There may be various rights granted to and responsibilities imposed upon the Operating Entity, associated with the P.U.D. approval (if any) or arising out of restrictions, reservations, easements and limitations of record. The Operating Entity, Owners, any Condominium Association, and Homeowners Association, and any other entity, shall discharge their respective duties relating thereto.

NOTICE!
ARTICLE VIII

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Section 1. **Rules and Regulations.** Subject to the exclusion set forth in this Declaration, all Owners, Condominium Association(s), Homeowners Association(s), the and other persons or entities or Declarant shall utilize the Properties in accordance with the Rules and Regulations attached hereto as Exhibit "D".

ARTICLE IX

INSURANCE

Section 1. **Flood Insurance.** If the Common Area is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Operating Entity shall obtain, in an amount deemed appropriate, coverage available under NFIP for all buildings and other Insurable Property within any portion of the Common Area located within a designated flood hazard area.

Section 2. **Liability Insurance.** The Operating Entity shall maintain commercial general liability insurance coverage, providing such coverage and limits deemed appropriate by the Operating Entity. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Operating Entity and Declarant.

Section 3. **Other Insurance.** The Operating Entity may maintain such other insurance coverages as it deems appropriate from time to time.

Section 4. Fidelity Bonds. The Operating Entity shall maintain, if available, a blanket fidelity bond for all officers, directors, trustees and employees of the Operating Entity, and all other persons handling or responsible for funds of or administered by the Operating Entity. In the event the Operating Entity delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Operating Entity. The amount of the fidelity bond shall be based upon best business judgement and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Operating Entity or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments related to this Declaration on all Units in the Project at any time. The fidelity bonds required herein must meet the following requirements:

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- (a) Fidelity bonds shall name the Operating Entity as an obligee;
 - (b) The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;
 - (c) The premiums on the bond herein (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Operating Entity;
 - (d) The bond shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least twenty (20) days' prior written notice to the Operating Entity.

Section 5. Operating Entity as Agent. The Operating Entity is irrevocably appointed agent for each owner of any interest in the Properties to adjust all claims arising under insurance policies purchased by the Operating Entity and to execute and deliver releases upon the payment of claims.

Section 6. Responsibility. In the event of damage to the Common Area, or any portion thereof, the Operating Entity shall be responsible for reconstruction after casualty, provided, that, if such damage is caused by the act or negligence of any person, that person shall be liable to the Operating Entity for the cost of repair or reconstruction.

Section 7. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the

improvement was last constructed, subject to modification to conform with the then current governmental regulation.

Section 8. Additional Insured. The Declarant, and their respective lenders, shall be named as additional insured on all policies obtained by the Operating Entity, as their interests may appear.

Section 9. Cost of Payment of Premiums. The cost of obtaining all insurance hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are part of the Operating Costs.

ARTICLE X

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner, and immediate family, tenants, guests and invitees, and every Owner of an interest in the Properties shall have a non-exclusive right and easement of enjoyment in and to the Common Area for its intended purpose, subject to the following provisions:

- (a) Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration and its Exhibits.
- (b) The right to suspend the voting right and right to use all (except ingress and egress and necessary utilities) or a portion of the Common Area by an Owner for any period during which any assessment against that Owner remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of rules and regulations governing the use of the Common Area.
- (c) The right of Declarant and/or Operating Entity to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed. No such dedication or transfer shall be effective prior to the Project Completion Date without prior written consent of Declarant.
- (d) Rules and regulations adopted governing use and enjoyment of the Common Areas.

Section 2. Condominium, Homeowners Associations, and any other entity Easement. The Condominium Association(s), Homeowners Association(s) and their respective members, occupants, lessees, servants, guests and invitees, shall have a non-exclusive right and easement in and to the Common Area or Condominium Property(s) and/or Homeowners Property(s). This right and easement shall be

subject to the provisions of 1(a)-(d) above, provided that no rule or regulation may be adopted which has the effect of diminishing or unreasonably restricting the use of the Condominium Property(s) or the Homeowners Property(s).

Section 3. Ingress and Egress. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Area, and for vehicular traffic over, through and across such portions of the Common Area as, from time to time, may be paved and intended for such purposes. A non-exclusive easement is hereby created for parking for guests, employees, members and patrons of the Project and its residents over the parking areas, from time to time, may exist upon the Common Area. The use of the ingress and egress and parking easements shall be subject to such reasonable rules and regulations as promulgated from time to time by the Operating Entity. Specific or additional easements may also be created on Exhibit "A" attached hereto and in accordance with the provisions hereof.

Section 4. Of Record. The Common Area is subject to easements, reservations, restrictions, conditions, declarations and limitations of record now or hereafter created. In the event Declarant, its nominee, or an entity affiliated with Declarant, files or joins in additional matters of record relating to all or a portion of the Project and states therein that the Common Area is subject to the same, then the Common Area shall be subject to the terms thereof as if they were recorded prior to the recording of this Declaration.

Section 5. Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself, and its designees over, upon, across, and under the Properties and Common Area and as may be required in connection with the development of the Project and other lands designated by Declarant and to promote or otherwise facilitate the sales and/or leasing of Units in the Project and other lands designated by Declarant.

Section 6. Delegation of Use. An Owner shall be deemed to have delegated its right of enjoyment to the Common Area to approved occupants or lessees of the Unit as provided in the Condominium Declaration(s) and/or Homeowners Declaration(s). A copy of the delegation shall be provided to the Operating Entity. The delegation shall not relieve any Owner from its responsibilities and obligations provided herein.

Section 7. Easement for Encroachments. In the event that any improvement upon the Properties, as originally constructed, shall encroach upon any other improvement thereon, for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

Section 8. Permits, Licenses and Easements. The Operating Entity shall, in addition to specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Properties for cable t.v., security systems, utilities, roads and other purposes reasonably necessary or useful as determined by the Operating Entity.

Section 9. Canopy Easement and Maintenance Easement. There are, or may be, canopies (and supporting structures) which are affixed to one or more Condominium Properties and/or Homeowners Properties which overhand and are anchored in the Common Area. An easement is hereby created for the existence and maintenance of the canopies and supporting structure, (and the replacement thereof) in favor of the entity required to maintain the same. A perpetual easement is hereby created for maintenance purposes over and across the Common Areas for the reasonable and necessary maintenance of Condominium Property(s) and Homeowners Property(s), and any other entity.

ARTICLE XI
This Document is the property of
the Lake County Recorder!
ASSESSMENTS

Section 1. Obligation. The Common Area shall be owned, operated and administered, except as specifically otherwise provided herein, at the sole cost and expense of the Owners.

Section 2. Initial Assessment. The initial General Assessment as of the time this declaration is recorded is \$15.00 per month, per Residential Unit.

Section 3. Allocation of Costs.

- A. For a period of one (1) year from the recording of this Declaration, the Operating Cost shall be allocated as if there were 36 Units in the Project subject to assessments.
- B. Commencing on the first day of the thirteenth (13th) month from date of recording this Declaration and thereafter, the Operating Cost shall, at the sole discretion of the Operating Entity: (i) be prorated among the Owners based upon the number of Unit Owners on the Properties on November 1st of the preceding year; or (ii) until there are 30 units in the Properties subject to assessments, utilize any allocation number that is not less than the actual number of Unit Owners on the Properties subject to assessments on November 1, as aforesaid, nor more than 36.
- C. After there are at least 33 Units in the Properties as of November 1, as aforesaid, which are subject to

assessments, the assessments shall be based upon the actual number of Units subject to assessment.

- D. In the event the Operating Entity cost estimate for the year is, after the actual cost of operation for that period is known, more or less than the actual costs, then the difference shall, at the election of the Operating Entity: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; or (ii) be immediately collected from the Owners by special assessment.
- E. Operating Entity, on not making any such authorized calculation, shall have the unequivocal right to assess the same retroactively on January 1st of any year thereafter, which assessment shall be deemed to relate back to the date that such assessment could have been made.
- F. The Owners agree that so long as they do not pay more than the required amount they shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due hereunder; unless they add additional landscaping in the area facing the common roads.

Section 4. Owners. Except as hereinafter specified to the contrary, each Owner shall pay an equal amount for Operating Costs.

Section 5. Exemption. Neither Declarant or any Unit Owned by Declarant shall be responsible for any portion of the Operating Costs.

Section 6. Commencement of First Assessment. Assessments shall commence, as to each Owner, on the day of the conveyance of title of a Unit to an Owner. The assessments in effect at that time shall be adjusted according to the number of months remaining in the assessment period after such date.

Section 7. Establishment of Assessments. The Operating Entity shall establish all sums which shall be payable in accordance with the following procedures:

A. Annual assessments against the Owners shall be established by the adoption of a projected operating budget. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than Ten (10) days in advance of the due date of the first installment thereof. Annual assessments shall be payable monthly or at such other times as determined by the Operating Entity.

B. Special assessments against the Owners and all other

fees, dues and charges, may be established from time to time. Special assessments shall be payable at such time or times as determined by the Operating Entity.

C. The Operating Entity may, from time to time, establish by a resolution, rule or regulation, or may delegate to an office or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners for any special or personal use of the Common Area, or to reimburse the Operating Entity for the expenses incurred in connection with that use. The sums established shall be payable by the Owner utilizing the facility as determined by the Operating Entity.

D. The Operating Entity may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area.

E. The Operating Entity may, but is not obligated to, establish a working capital fund for the operation of the Common Area. If so, Operating Entity shall collect from each Owner, at the time of conveyance of each Unit, an amount equal to the sums determined to be due from each Owner. Each Owner's share of the working capital fund shall be collected and transferred to the Operating Entity at the time of closing of the sale of each Unit. The purpose of this fund is to assure that the Operating Entity will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

F. The Operating Entity shall prepare a roster noting assessments due from each Owner. The roster shall be kept in the office of the Operating Entity and shall, as to that Owner's Unit, be open to inspection by any Owner. Upon demand, there shall be furnished to an Owner liable for assessments, a certificate in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely on the certificate, the certificate shall be conclusive evidence of the amount of any assessment therein stated.

G. Until the Operating Entity is controlled by other than the Declarant, each Owner waives its rights (if any) to an accounting related to operating expenses or Assessments.

Section 8. Payment of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, shall be deemed to have covenanted and agree to pay to the Operating Entity the following dues, fees, charges and assessments:

- A. Assessments necessary to defray that Owner's share of all Operating Costs;

- B. Assessments or charges for the purpose of operating the Operating Entity and accomplishing its purposes and complying with the provisions of this Declaration and its Exhibits;
- C. Assessments for capital improvements, emergencies and/or non-recurring expenses;
- D. Assessments of any kind for the creation of reasonable reserves;
- E. Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

The Assessments and charges in (A) to (E) above shall, except as provided herein to the contrary, be assessed in equal amounts against the Owners of each Unit.

- F. Fees and/or charges that may be established for the special use of facilities or providing herein to the contrary, be assessed in equal amounts against the Owners of each Unit.

Section 9. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, shall be deemed to have covenanted and agree that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge and continuing lien on the Unit owned by and against whom each such Assessment is made and all personal property located therein. The lien is effective from and after recording a Claim of Lien in the public records of the county in which this Declaration is recorded, stating the description of the Unit, name of the Owner, and the amount due. Each such assessment, charge, fee, together with interest, late fees, costs and reasonable attorney's fees, etc., shall be the personal obligation of the person who was the Owner of the Unit at the time when the assessment became due, as well as the Owner's heirs, devisees and personal representatives.

Section 10. Subordination of the Lien to Mortgages. As provided above, the lien for Assessments and other charges become effective from and after recording of a Claim of Lien in the public records. This lien shall be subordinate to a bona fide first mortgage of any Unit, if the mortgage is recorded in the public records prior to the Claim of Lien. A lien for Assessments shall not be affected by any sale or transfer of a Unit. In the event of a sale or transfer of a Unit pursuant to a foreclosure of a bona fide first mortgage, the acquirer of title, its successors and assigns, shall not be liable for Assessments pertaining to the Unit or chargeable to the former Owner of the Unit which became due prior to such sale or

transfer. However, any such unpaid Assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Owners (including such acquirer of title). Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Unit from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosures.

Section 11. Acceleration. In the event of a default in the payment of any Assessment (as defined in Section 11 below), then the Operating Entity may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

Section 12. Non-payment of Assessments. If any Assessment is not paid within fifteen (15) days after the due date, a late fee of \$10.00 per month together with interest in an amount equal to 18% percent (not to exceed the maximum rate allowed by law) thereon, per annum, beginning from the due date until paid full, may be levied, until the Assessment is paid. The Operating Entity may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Unit. The Operating Entity shall not be required to bring such an action if it believes that the best interests of the Operating Entity or Common Area would not be served by doing so. There shall be added to the Assessment all costs and expenses of collection, including attorney's fees, at all levels of proceedings. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of a Unit.

ARTICLE XII

INFORMATION TO LENDERS AND LOT OWNERS

Section 1. Availability. There shall be available to Owners and holders, insurers, or guarantors of any first mortgage on any Unit ("Lender"), current copies of this Declaration, the Articles of Incorporation or By-Laws of the Association, rules and regulations and the books and records relating to the Operating Costs. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Copying. Any Owner and/or Lender shall be entitled, upon written request and at their cost, to a copy of the documents referred to above.

Section 3. Notice. Upon written request by a Lender (which written request shall identify the name and address of the Lender and the Unit number and address thereof), the Lender will be entitled to a timely written notice of:

- A. Any condemnation loss or casualty loss which affects a material portion of the Common Area;
- B. Any delinquency in the payment of Assessments or charges hereunder owed by an Owner of a Unit subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;
- C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained hereunder;
- D. Any proposed action which would require the consent of a specified percentage of mortgage holders (if any).

ARTICLE XIII

OWNERS LIABILITY

Section 1. Right to Cure. Should any Owner do any of the following:

- A. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions hereof; or
- B. Cause any damage to any improvement or Common Area; or
- C. Impede the Operating Entity from performing its responsibilities hereunder; or
- D. Undertake unauthorized improvements or modifications to the Unit or to the Common Area as set forth herein; or
- E. Impede the Declarant from proceeding with or completing the development of the Project.

Then, the Operating Entity, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach including, but not limited to, the entering upon the Unit and cause default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable over head costs, shall be added to and become a part of the Assessments for which the Owner is liable.

Section 2. Non-Monetary Defaults. In the event of a violation by any Owner (other than the nonpayment of any Assessment or other monies) of any of the provisions of this Declaration, or of the Articles or By-Laws, the Operating Entity shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the Operating Entity, at its option:

- A. Commence an action to enforce the performance on the part

of the Owner or to enjoin the violation or breach, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

- B. Commence an action to recover damages; and/or
- C. Take any and all action reasonably necessary to correct such violation or breach.

All expenses incurred by the Operating Entity in connection with the correction of any violation or breach, or the commencement of any action against the Owner, including reasonable attorney's fees, shall be assessed against the Owner, and shall be due upon written demand by the Operating Entity.

Section 3. **No Waiver.** The failure of the Operating Entity to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the By-Laws shall not constitute a waiver of the right of the Operating Entity to enforce such right, provision, covenant or condition in the future.

Section 4. **Rights Cumulative.** All rights, remedies, and privileges granted to the Declarant, and/or Operating Entity pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the By-Laws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from executing such additional remedies, rights or privileges as may be granted or as it may have by law.

Section 5. **Enforcement By or Against Other Persons.** In addition to the foregoing, this Declaration may be enforced by Declarant or the Operating Entity by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration.

ARTICLE XIV

RIGHTS OF DECLARANT

Section 1. **Sales Office.** For so long as the Declarant or Operating Entity owns any property in the Project or affected by this Declaration, the Declarant or Operating Entity shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development and sales of Units and/or other properties owned by Declarant or Operating Entity. This right shall include, but not be limited to, the right to maintain models,

sales offices and parking associated therewith, have signs on any portion of the Properties, employees in the models and offices, use of the Common Area and to show dwellings. The Sales Office and signs and all items pertaining to development and sales shall remain the property of the Declarant or Operating Entity.

Section 2. Modification. The development and marketing of the Project will continue and nothing in this Declaration shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Project to, as an example and not a limitation, modify the boundary lines of the Common Area, to grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, to plat or replat the real property and to take such other actions which Declaration, its nominees, or its agents, affiliates, or assignees may deem necessary or appropriate. The Association shall, at the request of the Declarant, execute and deliver and cause the holders of any liens upon an interest in the real property to execute and deliver any and all documents and instructions which Declarant deems necessary or convenient in its sole and absolute discretion, to accomplish the same.

Section 3. Prior to the Project Completion Date, Declarant and its designees shall have the right to hold marketing and promotional events on the Common Area, without any charge for use of the Common Area. Declarant or its designees, agents or assignees shall have the right to market the Common Area in advertisements and other media by making reference to the Common Area, including, but not limited to, pictures or drawings of the Common Area and the availability to use privileges.

Section 4. Use of Common Area by Prospective Purchasers. Prior to the Project Completion Date, the Declarant and its nominees shall have the right, without charge, to use the Common Area for the purpose of entertaining prospective purchasers of Units or portions of the Properties.

Section 5. Enforcement. The Operating Entity shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Operating Entity to enforce the same shall in no event be deemed a waiver of the right to do so thereafter. In any such suit, the Operating Entity shall be entitled to recover all costs and expenses including court costs and attorneys' fees at all levels of proceedings.

Section 6. Easements. Until the Project Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, security systems, Cable T.V. and other similar purposes over, upon and across the Properties so long as

any said easements do not materially and adversely interfere with the intended use of Units. Declarant shall have the sole right to any fees of any nature associated therewith including, but not limited to, license or fees on account thereof. The Association will, without charge, if requested by Declarant: (a) join in the creation of such easements, etc. and co-operate in the operation thereof; and (b) collection and remit fees associated therewith. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant.

Section 7. Right to Enforce. The Declarant has the right to enforce the provisions hereof and to recover all costs relating thereto including attorney's fees at all levels of proceeding. Such right shall include the right to perform the obligations of the Operating Entity (if not Declarant) and to recover all costs incurred in doing so.

Section 8. Additional Development. In the event the Declarant does not subject all proposed real property in the Project to this Declaration or after submission withdraws portions of the Properties from the operation of the Declaration, the Declarant or its designee may, but is not obligated to, create other forms of residential property ownership or other improvements of any nature on the property not subjected to our withdrawn from the operation of this Declaration. Further, Declarant may create other forms of property ownership or other improvements of any nature elsewhere in the Project. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of some (if not all) of the Common Area and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

Section 9. Representations. The Declarant makes no representations concerning the development both within the boundaries of the Properties including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all units and buildings in all other proposed condominiums or forms of ownership and/or other improvements on the Properties or in the Project or adjacent or near the Project, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of units in each building, number of buildings, location of easements, changes of parking and landscaped areas, services and amenities offered.

ARTICLE XV

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the

Declarant or the Operating Entity herein contained may be conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records of the county in which the Properties are located.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Authority of Association. After the Project Completion Date, in all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board of the Association. The Association and its members shall be bound thereby.

Section 2. Severability. Invalidation of any of the provisions of this Declaration by Judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any person, firm or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto, set its hand and seal this ____ day of June, 1998.

DECLARANT:

LAKE COUNTY TRUST COMPANY, as Trustee under the terms and provisions of a certain Trust Agreement dated April 26, 1993, as Trust No. 4426.

BY: LAKE COUNTY TRUST COMPANY, as Trustee under the terms and provisions of a certain Trust Agreement dated April 26, 1993, as Trust No. 4426.

SEE SIGNATURE PAGE ATTACHED

BY: _____
Trust Officer
2200 North Main Street
Crown Point, IN 46307

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 26th day of June, 1998.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated April 26, 1993 and known as Trust No. 4426.

Document is

BY: Elaine M. Worstell
Elaine M. Worstell, Trust Officer

This Document is the property of the Lake County Recorder!

ATTEST:

BY: Kathy Hathaway
Kathy Hathaway, Assistant Secretary

STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 26th day of June, 1998.

Leah Susanne Anderson
Leah Susanne Anderson-Notary Public

My Commission Expires: 4-7-1999 Resident: Lake County, Indiana

EXHIBIT "A"

A part of the Northwest 1/4 and a part of the Southwest 1/4 of Section 9, Township 34, Range 7 West of the Second Principal Meridian, said parcel including a part of Tract 14, Lakes of the Four Seasons Subdivision, Unit 2, as shown in Plat Book 37, Page 76, in the County Recorder's Office of Lake County, Indiana, and more particularly described as follows: Commencing at the Northwest corner of said Tract 14; said point being 50 feet South and 40 feet East of the Northwest corner of said Section 9; thence South 00 degrees 00 minutes 00 seconds East along the West line of said Tract 14 a distance of 520.00 feet to the Point of Beginning; thence South 89 degrees 21 minutes 19 seconds East along the north line of Parcel "G" as described in the aforesaid Lakes of The Four Seasons Subdivision, a distance of 720.00 feet; thence North 00 degrees 00 minutes 00 seconds East along the west line of Parcel "H" as described in the aforesaid Lakes of the Four Seasons Subdivision, a distance of 120.00 feet; thence South 89 degrees 21 minutes 19 seconds East along the north line of Parcel "H" as described in the aforesaid Lakes of the Four Seasons Subdivision, a distance of 601.19 feet to a point 400 feet South of the North Line of said Tract 14; thence South 00 degrees 08 minutes 54 seconds West along the East line of said Tract 14 a distance of 241.03 feet; thence Southeasterly along a curve to the left with a radius 150 feet, said curve also being the east line of said Parcel "H", a distance of 11.45 feet; thence South 46 degrees 22 minutes 07 seconds West along the Southeast line of said Parcel "H", a distance of 60.00 feet; thence westerly along a curve to the left with a radius of 90 feet, said curve being the South Line of said Parcel "H", a distance of 141.32 feet; thence South 46 degrees 22 minutes 07 seconds West along the Southeast Line of said Tract 14, a distance of 360 feet; thence South 43 degrees 37 minutes 53 seconds East along the Southwest line of Lot 2, as described in The Meadows, Villages of the Four Seasons as recorded in Plat Book 59, Page 43 in the Office of the Recorder of Lake County, Indiana, a distance of 117.50 feet; thence North 46 degrees 22 minutes 07 seconds East along the Southeast Line of Lot 2 as described in the aforesaid The Meadows, Village of the Four Seasons, a distance of 46.50 feet; thence South 43 degrees 37 minutes 53 seconds East along the Southwest line of Lot 16 and 17 as described in The Meadows, Villages of the Four Seasons, a distance of 162.50 feet; thence South 46 degrees 22 minutes 07 seconds West along the Southeast Line of said Tract 14, a distance of 322.00 feet to the Southmost corner thereof; thence continuing upon said line a distance of 236.26 feet to the Southeast corner of The Pointe Unit One, as recorded in Plat Book 83, Page 53 in the Office of the Recorder of Lake County, Indiana; thence North 90 degrees 00 minutes 00 seconds West along the South Line of said Tract 14, said line also being the South Line of said The Pointe, a distance of 72.45 feet; thence North 46 degrees 22 minutes 00 seconds East 54.68 feet; thence North 90 degrees 00 minutes 00 seconds West along the South Line of said The Pointe, a distance of 684.13 feet to a point on the West Line of said Tract 14; thence North 00 degrees 00 minutes 00 seconds East along the West Line of said Tract 14, a distance of 951.81 feet to the Point of Beginning and containing 24.62 acres, more or less, all in Lake County, Indiana.

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

THE POINTE MASTER ASSOCIATION, INC.

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

NOW, THEREFORE, I hereby issue such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin June 01, 1998.

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STOP



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this First day of June, 1998.



Sue Anne Gilroy
SUE ANNE GILROY, Secretary of State

[Signature]
Deputy

EXHIBIT "B"



RECEIVED
 CORPORATIONS DIV.

INSTRUCTIONS: Use 8 1/2 x 11 inch paper for inserts.
 Present 2 originally executed copies to:

SECRETARY OF STATE
 302 W WASHINGTON ST RM E018
 INDIANAPOLIS IN 46204

APPROVED
 AND
 FILED
 IND. SECRETARY OF STATE

FILING FEE IS \$30.00
 IC 23-198 JUN 1 2:35
 For tax exempt status, Nonprofit Corporations must qualify with both
 the Internal Revenue Service and the Indiana Department of Revenue

SUE ANNIE GILROY

ARTICLES OF INCORPORATION
 OF
 THE POINTE MASTER ASSOCIATION, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (*hereinafter referred to as the "Corporation"*) pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 (*hereinafter referred to as the "Act"*), execute the following Articles of Incorporation.

ARTICLE I - Name

The name of the Corporation is (the name **MUST** include the word "Corporation", "Incorporated", "Limited", "Company" or one of the abbreviations thereof):
THE POINTE MASTER ASSOCIATION, INC.

ARTICLE II - Purpose (optional)

The purposes for which the Corporation is formed are:

SEE ATTACHED

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 the Lake County Recorder!

STOP

ARTICLE III - Type of Corporation (check only one)

The Corporation is a:

- public benefit corporation, which is organized for a public or charitable purpose;
- religious corporation, which is organized primarily or exclusively for religious purposes; or
- mutual benefit corporation (*all others*).

ARTICLE IV - Registered Agent, Registered Office, Principal Office

SECTION 1 Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:

Name of Registered Agent

Angelo A. Buoscio

Address of Registered Agent 1000 East 80th Place Suite 422, South Tower	City Merrillville	Indiana	ZIP code 46410
Address of Registered Office (street or building) 10960 Randolph Street	City Crown Point	Indiana	ZIP code 46307

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

Post office address 10960 Randolph Street	City Crown Point	Indiana	ZIP code 46307
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ARTICLE II.

PURPOSES

The purposes for which the Corporation is formed are:

Section 1. To establish an incorporated association (hereinafter the "Association") to administer a residential community known as The Pointe Homes, Crown Point, Lake County, pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for The Pointe Master Association, Inc. (hereinafter the "Declaration").

Section 2. This Association is organized for the purpose of providing a convenient means of administering the residential community by the Owners thereof. The documents creating the community provide for the ownership, operation, management, maintenance and use of Residential Units as described in said document.

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

Section 4. The Association shall have all of the common law and statutory powers of a 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, the following:

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

- (j) To carry insurance for the protection of Owners and the Association against casualty and liabilities.
- (k) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

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



EXHIBIT "C"

BY-LAWS

OF

**THE POINTE MASTER ASSOCIATION, INC.
10960 RANDOLPH STREET
CROWN POINT, IN 46307**

ARTICLE I

The name of the Corporation is THE POINTE MASTER ASSOCIATION, INC., ("Association"). The principal office of the Corporation shall be located at 10960 Randolph Street, Crown Point, Indiana 46307.

ARTICLE II

DEFINITIONS

The definitions contained in the MASTER DECLARATION ("Declaration"), recorded or to be recorded in the Public Records of Lake County, Indiana, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

- Section 1.** Annual Meetings. Except as set forth to the contrary, the annual meeting shall be held at least once each calendar year on a date and time to be determined by the Board. Until the Conveyance Date, unless otherwise deemed appropriate by the Board, annual meetings are waived.
- Section 2.** Special Meetings. Special meetings may be called at any time by the President, the Board, or upon written request of one fourth of the members who are entitled to vote all of the votes of the Association.
- Section 3.** Notice of Meetings. Written notice of each meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. A copy of the notice shall be mailed, postage prepaid, not less than fifteen (15) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient) nor more than sixty (60) days before the meeting, to each member entitled to vote, addressed to

the member's address last appearing on the books of the Association. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. **Quorum.** The presence, at the meeting of the members entitled to cast, by person or proxy, fifty-one percent (51%) of the votes of the Association entitled to vote on the matters to be considered at that meeting, shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, a quorum shall not be present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. **Proxies.** At all meetings, each member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary at or prior to the meeting. Every proxy shall be revocable.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. **Number.** The affairs of the Association shall be managed by a Board consisting of not less than three (3), or more than five (5) persons. Board members need not be members of the Association. The first Board shall consist of three (3) persons. Thereafter, the number of Directors may be increased by a majority vote of the Board.

Section 2. **Term of Office.** The election of Directors after the first Board shall be held at the annual meeting as provided in the Articles of Incorporation or at a meeting of the members called for that purpose. Directors shall be elected for a term of one (1) year (except that the term of the first Board shall extend until their successors are elected as provided in the Articles of Incorporation and the Declaration).

Section 3. **Removal.** After the first Board, any Director

(except those appointed by the Operating Entity) may be removed from the Board, with or without cause, by a majority vote of the class of members entitled to vote for the Board, at that time, of the Association. Any vacancy created by the resignation or removal of a Board member appointed by the Operating Entity may be replaced by Declarant. Any vacancy in the first Board may be filled by, and any member of the first Board may be removed by, the Operating Entity. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members of the board and shall serve for the unexpired term of the replaced Director.

Section 4. **Compensation.** No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred as a Director.

Section 5. **Action Taken Without a Meeting.** The Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nomination.** After the first Board, and the "Project Completion Date" nomination for election to the board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the board, and two (2) members of the Association. The Nominating Committee shall be appointed by the Board at least sixty (60) days prior to each annual meeting serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. **Election.** Election to the Board shall be by

secret written ballot, unless unanimously waived by all members present. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The person(s) receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

- Section 1. **Regular Meetings.** Regular meetings of the Board shall be held, unless waived, not less than every three (3) months. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.
- Section 2. **Special Meetings.** Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than three (3) days' notice. Notice may be waived. Attendance shall be a waiver. Telephone conference meetings are permitted.
- Section 3. **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD

- Section 1. **Powers.** Prior to the "Project Completion Date", the Board shall only have those powers necessary to cause the Association to perform those acts required by the Declaration which, in the opinion of the Board, require action by the Association prior to the "Project Completion Date". After the "Project Completion Date", the Board shall, subject to the limitations and reservations set forth in the Declaration and Articles of Incorporation, have the powers reasonably necessary to manage, operate and maintain the Association

and Common Area, including, but not limited to, the following:

- (a) To cause the Association to exercise all powers, duties and authority vested in or delegated to the Association by law and in these By-Laws, the Articles of Incorporation and the Declaration;
- (b) To adopt, publish, promulgate and enforce rules and regulations governing the use of the Common Area, and the personal conduct of the members, tenants and their guests and invites, and to establish penalties and/or fines for the infraction thereof;
- (c) to suspend the voting rights and right of use of the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;
- (d) To declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings;
- (e) To employ, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc. any or all of the duties and functions of the Association and/or its officers;
- (f) To acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Area and with any other matters involving the Association, on behalf of the Association, as may be necessary or convenient for the operation and management of the Association and to accomplish the purposes set forth in the Declaration;
- (g) To grant licenses, easements, permits, leases, or privileges to any individual or entity, including non-unit owners, which affect the Common Area or the Properties and to alter, add to, relocate or improve the Common Area;
- (h) The Board shall review and correct any scribal

errors, according to their unanimous opinion of the original intent of any rules, restrictions, or by-laws.

- (i) The Board shall exercise all powers so granted except where the Declaration, Articles of Incorporation or these By-Laws require a vote of the members.

ARTICLE VIII

OBLIGATIONS OF ASSOCIATION

Section 1.

Duties. The Association, subject to the provisions of the Declaration, shall discharge such duties as necessary to operate the Association, including, but not limited to, the following:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) Fix and collect the amount of the annual and other assessments against each Owner;
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not assessments have been paid. A reasonable charge may be made by for the issuance of a certificate. If a certificate states that assessments have been paid, such a certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate bonds, liability, hazard, property and/or casualty insurance, as required;
- (f) Administer the reconstruction of improvements on the Common Area after casualty;
- (g) Own, operate, maintain, repair and replace the Common Area, as required;

- (h) Enforce the provisions of the Declaration, Articles of Incorporation and these By-Laws.

ARTICLE IX

OFFICERS AND THEIR DUTIES

- Section 1. **Enumeration of Officers.** The officers of this Association shall be a President, who shall at all times be a member of the Board, a Vice President, a Secretary, and a Treasurer. The Board may create such other offices from time to time.
- Section 2. **Election of Officers.** Except as set forth below, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Association.
- Section 3. **Term.** The officers named in the Articles of Incorporation and these By-Laws shall serve until their replacement by the Board. The officers of this Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.
- Section 4. **Special Appointment.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.
- Section 6. **Vacancies.** A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

Section 7. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. **Duties.** The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the members and Board, sign all leases, mortgages, deeds and other written instruments, co-sign all checks and promissory notes and perform such other duties as may be required by the Board.

VICE-PRESIDENT

The Vice-President shall act in the place and instead of the President in the event of his absence, inability or refusal to act, and perform such other duties as may be required by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign all checks, and promissory notes of the Association; keep books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year after the "Project Completion Date"; prepare an annual budget and a statement of income and expenditures to be presented to the membership at the annual meeting after the "Project Completion Date"; and perform such other duties as required by the Board.

ARTICLE X

COMMITTEES

The Board shall appoint such committees as deemed appropriate. The Board shall fill any vacancies on all committees, as provided in the Declaration, and appoint the Nominating Committee, as provided in these By-Laws.

ARTICLE XI

RECORDS

The Declaration, Articles of Incorporation and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased, by a member, at a reasonable cost.

ARTICLE XII

NOT OFFICIAL!

ASSESSMENTS

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the Lake County Recorder!

As more fully provided in the Declaration, each member is obligated to pay assessments to the Operating Entity or Association. The assessments are secured by a continuing lien upon the Unit. Any assessments which are not paid when due shall be delinquent. If the assessments which are not paid within thirty (30) days after the due date, a late fee of \$10.00 per month, (beginning from the due date) may be levied by the Board. The Association may bring an action at law against the Owner obligated to pay assessments and/or late fees and/or foreclose the lien against the property, for assessments, late fees, interest, costs and reasonable attorneys' fees incurred by the Association in connection with collection. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Area or abandonment of a Unit.

ARTICLE XIII

CORPORATE SEAL

The association shall have an impression seal in circular form.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded before the "Project Completion Date" only by the Declarant or the Operating Entity.

These By-Laws may be amended, altered or rescinded after the "Project Completion Date" as provided in the Declaration or at a regular or special meeting of the Board, as appropriate. In order for an amendment to become effective, it must be approved at a duly called meeting, by an affirmative vote of: (i) the Board by a majority of the Board; and (ii) thereafter, by sixty-six percent (66%) of the votes of the Members.

No amendment, alteration or recession shall be made which shall adversely affect the interests of Declaration or the Operating Entity without the written consent of Declarant or Operating Entity being first obtained.


Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV
MISCELLANEOUS

The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

IN WITNESS WHEREOF, the foregoing were adopted as the By-Laws of THE POINTE MASTER ASSOCIATION, INC.

THE POINTE MASTER ASSOCIATION, INC.

By , President

ATTEST:

By: , Secretary

EXHIBIT "D"

THE POINTE MASTER DECLARATION

RULES AND REGULATIONS

- (1) **USE.** All residential Units in the Properties are restricted to residential use. Use of Common Area by the occupants, servants, guests, etc. of residential Units is restricted to those persons who are authorized to occupy or use the residential Units.
- (2) **GENERAL USE RESTRICTION.** The Common Area, or any part thereof, shall not be used in any manner contrary to the Master Declaration.
- (3) **LAWFUL USE.** No immoral, improper or unlawful use shall be made of the Properties.
- (4) **EXTERIOR APPEARANCE.**
 - (a) Until the Project Completion Date, without the prior written approval of the Operating Entity and Declarant being first had and obtained, no changes may be made to the exterior visual appearance of any building, patio or balcony or condominium property, including painting or other decoration;
 - (b) No sign other than a 18" x 18" for sale or for rent sign or, flag other than the an American Flag 4' x 6', banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Unit or Condominium or Homeowners Property other than the center front lawn, that is visible from the outside;
 - (c) All front windows and door treatments visible from outside a Unit shall be white, off-white, or beige in color;
 - (d) Any protective devices visible from the outside shall be of a type approved by the Operating Entity from time to time;
 - (e) No fence, wall or hedge shall be erected in the front of the property facing the street;
 - (f) No fence, wall or hedge shall be erected over six feet (6) shall be erected that restricts or blocks the view of the adjoining property;
 - (f) No action shall be taken which affects any traffic flow in the Project, easements, utilities, landscaping, drainage or other factor affecting the plan of development of the Project.

- (5) **PETS.** Domestic pets or animals may be kept or harbored in Units in the Properties so long as such pet or animal does not exceed forty (40) pounds in weight and does not constitute a nuisance. A determination by the Operating Entity that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. No pet shall be "tied out" on the exterior of the Unit or Condominium or Homeowners Property or on the Properties, or left unattended. All pets shall be walked on a leash not to exceed six feet (6') in length. No pet shall be permitted outside a Unit except on a leash. When notice of removal of any pet is given, the pet shall be removed within forty-eight (48) hours of the giving of notice. All pets shall defecate only in a "pet walking" area on the Properties designated for such purpose, if any. The person walking the pet shall clean up all such matter created by his pet notwithstanding anything contained herein to the contrary, and make provisions to dispose of same at their property. Seeing eye dogs shall not be governed by the restrictions contained in this paragraph. Any pet considered unusual by the operating entity or other pets must be approved by the Operating Entity.
- (6) **NUISANCES.** No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and property use of the Common Area is permitted. Nothing shall be done or kept within the Common Area which will increase the rate of insurance on the Common Area.
- (7) **RULES & REGULATIONS.** All Unit Owners, their children, their grand-children, their guests, their tenants and other persons shall use the Common Area in accordance with the Rules and Regulations promulgated by the Operating Entity from time to time.
- (8) **OBSTRUCTIONS.** The sidewalks, walkways, entrances, passages, stairways, roadways, and all other Common Area intended for ingress and egress may not be obstructed, encumbered or used for any other purpose other than ingress and egress.
- (9) **PERSONAL PROPERTY.** No personal property may be stored on, nor any use made of, the Properties which is unsightly or which interferes with the comfort and convenience of others.
- (10) **GARBAGE CANS.** No garbage cans, supplies or other similar articles shall be placed on any portion of Condominium Property or Homeowners Property which is visible to other portions of the Properties. Garbage cans will be placed at assigned collection areas only on the days that the contracted collection company is scheduled for pick-up. No rugs, mops, laundry of any kind, or any other article, shall be shaken or hung or exposed so as to visible outside the Unit. The Properties shall be kept free and clear of rubbish, debris and other unsightly material.

- (11) **CONTROL OF EMPLOYEES.** Except for services designed to service individuals, no person other than an authorized officer shall direct, supervise or in any manner attempt to assert any control over the employees of the Operating Entity. All services offered shall be utilized in accordance to the rules and regulations therefor established, from time to time, by the Operating Entity.
- (12) **PARKING.** The parking facilities on the Common Area shall be used in accordance with the regulations adopted, from time to time, by the Operating Entity. The parking areas are subject to certain easements in favor of guests. All parking spaces shall be used on an "as available" basis, except for spaces designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons. No vehicle which cannot operate on its own power shall remain on the Common Area for more than twelve hours. No repair, except emergency repair, of vehicles shall be made on the Common Area or on driveways. Other repairs will be permitted on homeowners personal auto only in homeowners garage. No commercial vehicle or recreational vehicle be parked on the Common Area (the term commercial vehicle shall not include clean "non-working" commercial vehicles such as pick-up trucks, vans or cars carrying no advertising signs). No boat, boat trailer, camper or like vehicle shall be left or stored on the Common Area. Bicycles shall be parked in the areas, if any, provided for that purpose. Washing of vehicles shall only be done in the vicinity of the designated exterior hose bib (if any). Unit Owners shall not use the parking facilities in the Common Area, other than when using the recreation ares and convenience temporary parking.
- (13) **COMMERCIAL ACTIVITY.** No commercial or business activity shall be conducted in any Unit or on the Condominium Property, Homeowners Property or Other Property Common Area except as designated by the Operating Entity. No Unit Owner may actively engage in any solicitations for commercial purposes on the Common Area. No solicitors of a commercial nature shall be allowed on the Common Area without the prior written consent of the Operating Entity.
- (14) **AMENDMENT TO DOCUMENTS AND ALTERATION OF PLAN.** Without the prior written consent of Declarant and the Operating Entity being first obtained, no Condominium Association, Homeowners Association or Other Association shall make any alteration or amendment in its Condominium Documents and/or Condominium Property, Homeowners Documents and/or Homeowners Property, or Other Documents and/or other Property respectively, which would have, in the sole opinion of Declarant or Operating Entity, an adverse effect on:
- (a) Declarant or the Operating Entity's right or ability to develop the balance of the Project; and
 - (b) The aesthetics of the Properties as initially developed.

- (15) **INTERFERENCE WITH OPERATING ENTITY.** No Unit Owner or Condominium Association or Homeowners Association or any other person shall, in any way, interfere with the construction, sale or rental of any Unit or other portions of the Properties or Project by Declarant and/or the Operating Entity or its designees.
- (16) **OPERATING ENTITY'S EXEMPTIONS.** The rules and regulations set forth above and any additional rules and regulations promulgated in the future shall not apply to Declarant, Operating Entity, their successors and designees, assigns, or Units or property owned by Declarant, Operating Entity, or their designees, successors and assigns except:
- (1) Restrictions on the presence of pets; and
 - (2) Restrictions on occupancy of Units based upon age (if any); and
 - (3) Restrictions on the type of vehicles allowed to park on Condominium Property, Homeowners Property, Other Property, Common Area or Properties; however, the Declarant and/or the Operating Entity, their designees, successors and assigns, shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of portions of the Properties, the Project, and Units.
 - (4) The Association reserves the right to amend these rules and regulations at any time and in any way, after the Project Completion Date.

