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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WASHINGTON SQUARE

2000 0522556

THIS DECLARATION, made on the 6<sup>th</sup> day of April, 2000, by Washington Square, LLC, an Indiana limited liability company, (the "Declarant");

WITNESSES:

WHEREAS, Declarant is the owner of certain real estate, located in Lake County, Indiana, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"), and upon which Declarant intends to develop a residential subdivision known as WASHINGTON SQUARE (which subdivision is hereinafter called the "Property"); and

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as hereinafter defined) of the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to all of the covenants, conditions and restrictions hereunder (collectively, this "Declaration"), which Declaration is declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. This Declaration shall run with the Property as a whole and each of the Lots situated therein, and shall be binding upon and inure to the benefit of the Declarant, its successors and assigns, and other parties having or acquiring any interest in the Property or any part or parts thereof subject to this Declaration.

As of the date of execution hereof the Property consists solely of the Real Estate. The owner of any Lots subject to this Declaration, by acceptance of a deed conveying title thereto, whether from Declarant or a subsequent owner of such Lot, shall accept such deed subject to this Declaration herein contained. By acceptance of such deed, each Owner (as hereinafter defined) acknowledges the rights and powers of Declarant and of the Association (as hereinafter defined) with respect to this Declaration and also for itself, its heirs, personal representatives, successors and assigns, covenants and agrees and consents to and with Declarant, the Association, and the other Owners of each of the Lots hereby affected, to keep, observe, and comply with this Declaration.

ARTICLE I

Name

The subdivision of the Property created by the Plat (as hereinafter defined) shall be known and designated as WASHINGTON SQUARE, a subdivision located in Lake County, Indiana.

HOLD FOR FIRST AMERICAN TITLE  
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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR COUNTY CLERK  
AUG 15 2000  
PETER BENJAMIN  
LAKE COUNTY AUDITOR

## ARTICLE II

### Definitions

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.2 "Association" means the WASHINGTON SQUARE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation, and its successors and assigns.

Section 2.3 "Board of Directors" means the Board of Directors of the Association.

Section 2.4 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to be owned, leased or to be leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), and (2) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as "Common Area", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. Upon the completion of the Common Areas, the same shall be conveyed to the Association by quitclaim deed.

Section 2.5 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses.

Section 2.6 "Declarant" means Washington Square, LLC, an Indiana limited liability company, and its successors and assigns.

Section 2.7 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the real estate in the Property or, at the sole option of Declarant, the time after which one-half (1/2) of the Lots from the Real Estate are conveyed or transferred to Owner, but in no case shall the period exceed ten (10) years following the date that the first Lot is conveyed to an Owner other than Declarant.

Section 2.8 "Dwelling Unit" means any single-family residential structure situated upon a Lot and including the Townhomes.

Section 2.9 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat or, after construction, that parcel of land upon which there is constructed a Dwelling that is conveyed to an Owner by the Declarant.

**Section 2.10** "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

**Section 2.11** "Plat" means the subdivision of the Property as described and depicted in a final plat of the Property, recorded in the Office of the Recorder of Lake County, Indiana in Plat Book 87, Page 95, and any amendments, replats, supplements, or additions thereto.

**Section 2.12** "Townhome" means any residential structure on a Lot which is attached to another residential structure on another Lot.

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**ARTICLE III**  
**PROPERTY RIGHTS, EASEMENTS AND ENCROACHMENTS**

**Section 3.1** Owner's Easements of Enjoyment of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and to the Common Area owned by the Association which shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following:

- (a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;
- (b) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, by any Owner (i) for any period during which any assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;
- (c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association;
- (d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;
- (e) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval by a vote of two-thirds (2/3) of the votes of all Owners;

(f) The easements reserved by this Declaration, drainage, utility, and sanitary easements, as well as building lines shown on the Plat, and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as otherwise allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer approved by two-thirds (2/3) of the votes of all Owners; and

(h) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented.

**Section 3.2** Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, an Owner may delegate his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants or contract purchasers.

**Section 3.3** Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance and repair of the Common Area.

(b) The Association shall have and is hereby granted an easement of ingress and egress with general rights of access to and from all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents or independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The rights specified herein are further reserved for the benefit of Declarant so long as Declarant owns any portion of the Property, and for so long as Declarant may be liable under any builder's warranty granted to an Owner.

**Section 3.4** Undefined Drainage, Utility, Sewer and Other Development Easements. The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this

Section shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after the Declarant shall have conveyed the last Lot within the Property.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, an undefined easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and Lots, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Dwelling Unit constructed on the Property. Any Drainage, Utility and Sewer Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. This easement shall be in addition to any easement shown on the Plat.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement in and to any areas now or hereafter shown on the Plat as "Common Area" for the purpose of establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which shall include the construction, repair and maintenance thereof in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction, but without undertaking any obligation or duty to exceed such requirements.

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except, upon any Lot after the first conveyance thereof). Any signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its maintenance obligation for the Common Area.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes, on or within any portion of the Property, for the benefit of any of the real estate described in Exhibit "A"; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Lake County, Indiana.

(e) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

**Section 3.5 Easement for Emergency Purposes.** An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

**Section 3.6 Fee Title to Lot.** The fee title to any Lot described as bounded by any street, lane, walkway, part or any other common property which has not been dedicated or accepted by the public, and the fee title to any Lot shown on the Plat as abutting any such common property, shall not extend upon such common property and the fee title to such common property is reserved to the Declarant to be conveyed to the Association for the common enjoyment of all residents of the Property.

**Section 3.7 Defined Drainage, Utility, and Sewer Easements.** There are strips of ground reserved for drainage and utility easements ("D.& U.E."), and drainage, utility and sewer easements ("D.U. & S.E.") shown on the Plat which easements are hereby reserved to the Declarant and any private, public, quasi-public, governmental entity or other entity (collectively "Authorities") for the following purposes: The D.& U. E. are reserved for the installation, maintenance, repair and replacement of lines, poles, transformers, swales, ditches, pipes, drains, manholes, detention and retention areas or other storm water, drainage, telephone, cable, electricity, gas, or other utility facilities; the D.U. & S.E. are reserved for the installation, maintenance, repair and replacement of lines, poles, transformers, swales, ditches, pipes, drains, manholes, detention and retention areas or other storm water, drainage, sanitary sewer, telephone, cable, electricity, gas or other utility facilities. Owners shall take title subject to the easements and to the rights of the Authorities to, at all times, service and maintain the easement facilities, and no permanent structure of any kind and no part thereof, except fences which do not retard or impede the flow of drainage water, shall be built,

erected or maintained on said easements. It shall be the responsibility of the Association and the Owners of Lots with drainage easements thereon to maintain such areas in such condition that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. These easements are hereby declared to be easements and servitudes upon the Property for the benefit of all of the Owners affected by such use, and for the Declarant and its successors and assigns. The Authorities are hereby given the right to obtain access to the easements to perform such installation, maintenance, repair, or other service as may be deemed necessary to protect the easements and servitude rights described herein. The Declarant may assign any easement. It shall be the responsibility of the Association and the Owner to comply at all times with the provisions of the easement plans as approved in the Plat by the Declarant and its successors and assigns, and the requirements of all permits for the Plat issued by the appropriate authorities. Failure to so comply shall operate as a waiver and release of the developer, his engineer and agents from any liability as to damage caused by the Easements.

Section 3.8 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public as publicly dedicated rights-of-way.

#### ARTICLE IV

#### Association Membership, Voting Rights Board of Directors and Professional Management

Section 4.1 Membership. Initially, the persons who serve as incorporators of the Association shall be the members (the "Initial Members"). The Initial Members shall remain the members of the Association until the Association's Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Members shall cease to be members unless they also qualify as Class A or Class B members (as hereinafter defined). Every Owner of a Lot which is subject to assessment under this Declaration shall be a member of the Association (hereinafter "Member"). Apart from the Initial Members, membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to five (5) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be converted to Class A

membership when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership.

**Section 4.3 Directors.** The Owners shall elect a Board of Directors of the Association, as prescribed by the Association's Articles of Incorporation or By-Laws. The Board of Directors shall manage the affairs of the Association.

**Section 4.4 Professional Management.** No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days.

**ARTICLE V**  
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**Covenant for Maintenance Assessments**

**Section 5.1 Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses);
- (b) Special Assessments for capital improvements, operating deficits and other special expenses related thereto.

Such assessments shall be established, shall commence upon such dates, and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall also constitute a personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and shall create a lien upon the Lot of such Owner when such assessment is made; provided, however, that the personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

**Section 5.2 Purpose of Regular Yearly Assessments.** The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Association's Board of Directors for the promotion of the recreation, health, safety and welfare of the residents of the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and



replacement of the Common Area, and other capital improvements which the Association is required to maintain.

**Section 5.3 Maximum Regular Yearly Assessments.**

(a) Until January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessments on any Lot shall be \$600.00 per Lot per year.

(b) Beginning January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner and thereafter, the maximum Regular Yearly Assessment may be increased during each calendar year, without a vote of the membership, by not more than twelve percent (12%) above the maximum Regular Yearly Assessment for the previous year.

(c) Beginning January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner and thereafter, the maximum Regular Yearly Assessment may be increased during each calendar year by more than twelve percent (12%) above the maximum Regular Yearly Assessment for the previous year, by the approval of two-thirds (2/3) of the votes of all Owners who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Yearly Assessment, without any approval from the Members of the Association.

**Section 5.4 Special Assessments for Capital Improvements and Operating Deficits.** In addition to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall be assented to by two-thirds (2/3) of those Members of each class of Members who cast votes in person or by proxy at a meeting duly called for this purpose.

**Section 5.5 Notice and Quorum for Any Action Authorized Under this Article.** Written notice of any meeting of the Members called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 5.6 Uniform Rate of Assessment.** Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots, except that Declarant and any individual or entity purchasing a Lot or Lots solely for the purpose of construction of a for-sale Dwelling Unit thereon (a "Builder") shall be exempt from the Regular Yearly Assessments and Special Assessments so long as any Dwelling Unit constructed upon a Lot by Declarant or Builder has not been conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to any individual or entity for use as a residence.

**Section 5.7 Date of Commencement of Yearly Assessments; Due Dates.** The Regular Yearly Assessment provided for herein shall commence as to each Lot on the first day of the first month following conveyance of the Common Area within such plat to the Association, or if there is no Common Area, the first day of the first month following the recording of the Plat. The Board of Directors shall fix any increase in the amount of any assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

**Section 5.8 Effect of Nonpayment of Assessments; Remedies of the Association.** If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs of such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the Court. No Owner or previous Owner may waive or otherwise escape liability for the assessments provided for herein.

**Section 5.9 Subordination of the Lien to Mortgages; Sale or Transfer.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in

lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

## ARTICLE VI

### Use, Restrictions, and Architectural Control

**Section 6.1 Lot Use and Conveyance.** All Lots shall be used exclusively for single family residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in this Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

**Section 6.2 Architectural Control.** No building, fence, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, other than by the Declarant, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant until the end of the Development Period. No fence shall be placed in a front yard nor shall any chain link fence be permitted on a Lot. After the Development Period, the Board may appoint three (3) or more representatives to an Architectural Committee. Any change in appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval of the Architectural Committee as provided herein. No exterior appearance or color which deviates from those approved and constructed at the end of the Development Period shall be approved.

**Section 6.3 Leasing.** No Lot shall be leased by its Owner except for residential purposes and subject to this Declaration.

**Section 6.4 Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

**Section 6.5 Outside Storage.** All clotheslines, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from the view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers.

**Section 6.6 Building Setback Lines.** Building lines are hereby established as shown on the Plat (the "Lines"), between which Lines and the right-of-way lines there shall not be erected, placed or altered any structure or part thereof. The Lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

**Section 6.7 Side and Rear Yard Setbacks.** The minimum side and rear yard requirements shall be those established on the Plat.

**Section 6.8 Temporary Structures and Outbuildings.** No structure of a temporary character, including but not limited to tents, shacks, basements, garages, barns or other out-buildings, shall be erected, placed, or altered upon any Lot for use as a residence, either temporarily or permanently, or at any time be used for such purpose.

**Section 6.9 Motor Vehicle Repair and Storage.** The repair or storage of inoperable motor vehicles or material alteration of motor vehicles shall be permitted only for vehicles owned by the occupant(s) of such Lot and shall not be permitted unless such activity is entirely within a garage otherwise permitted on the Lot.

**Section 6.10 Nuisances.** No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any Lot by the terms of this Declaration, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

**Section 6.11 Permitted Uses.** No use shall be made of any Lot except as permitted by the applicable zoning ordinance and as limited by this Declaration under which the Property is developed.

**Section 6.12 Drains.** No house footing drain or roof water drain shall be discharged into the sanitary sewers.

**Section 6.13 Number of Dwelling Units.** The number of Dwelling Units shall not exceed the number of Lots.

**Section 6.14 Residential Use.** Lots may be used only for residential purposes and, except for the Townhomes, only single-family dwellings, a private garage, and other such outbuildings as are usual and incidental to the use of a residential lot may be constructed thereon. All Lots shall be designated for residential use only, and no home shall exceed two and one half (2-1/2) stories or thirty-five (35) feet-in height.

**Section 6.15 Size.** Subject to any further restrictions imposed by any recorded commitment, every single-family dwelling erected, placed, altered or maintained on any Lot shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of not less than what is required by the applicable zoning ordinance.

**Section 6.16 Unsightly Growth.** In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the Association to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Property for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys' fees and costs of collection.

**Section 6.17 Site Visibility.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and nine (9) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

**Section 6.18 Semi-tractor trucks and trailers.** No semi-tractor truck/or semi-tractor trailer shall be permitted to park on the Property for more than eight (8) hours unless fully enclosed inside a building, or unless the same is necessary and incident to the Declarant's, Builder's or Association's business on the Property.

**Section 6.19 Rules and Regulations.** The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for such purpose may rescind or modify any rule or adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board of Directors to all Owners, at the Owner's last known address, prior to the time when the same shall become effective. The Association shall have current copies of this Declaration, Articles of Incorporation, By-Laws, and other rules concerning the Property, as well

as its own books, records and financial statements, available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.

**Section 6.20 Development and Sale Period.** Nothing contained in this Article VI shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in the development of and construction, installation, erection or maintenance of any improvements upon, under, or over the Property or any portion of the Property, at any time such Lot is owned or leased by Declarant or a Builder, as may be reasonably required, or convenient or incidental to the development of the Property and sale of the lots, in the sole opinion of Declarant or Builder. Such development and construction of improvements may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

**Section 6.21 Outside Use of Lots.** No planting or gardening shall be done that exceeds in area a five foot (5') by ten foot (10') space, and no fences, hedges, walls or other improvements shall be erected or maintained upon the Property except as approved by the Board of Directors.

## ARTICLE VII

### Maintenance, Repairs and Replacements

**Section 7.1 By Owner.** Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association; provided, however, that Owners of adjoining Townhomes shall enter into together and record in the Recorder's Office of Lake County, Indiana, party wall agreements provided by Declarant, which shall thereafter govern certain maintenance and repair duties between those Owners. Maintenance and repairs shall for all Owners include, but are not limited to, all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner as a part of or appurtenant to his Dwelling Unit or Lot.

**Section 7.2 Common Properties and Lawns by the Association.**

(a) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area.

(ii) Maintenance of the Entry Signs and perimeter landscaping installed by the Declarant.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only) as it deems necessary.

(b) Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner and Owner's Lot is subject.

(c) The authorized representatives of the Association, the Board of Directors and the managing agent for the Association (if any) is hereby granted an easement for access upon and to any Lot as may be required in connection with maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance only, including, but not limited to, access to any easements reserved by any subdivision plat of any portion of the Property.

## ARTICLE VIII

### Insurance

**Section 8.1 Liability Insurance.** The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as its Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Associations,

public ways and any other areas under the Association's control or supervision. The premiums for all such liability, policies shall be a Common Expense.

**Section 8.2 Fidelity Bonds.** The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Such bonds shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal one (1) years' assessments on all Dwelling Units of the Property, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be canceled or substantially modified for any reason.

**Section 8.3 Miscellaneous Insurance Provisions.** The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

**Section 8.4 Casualty and Restoration.** Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

**Section 8.5 Insufficiency of Insurance Proceeds.** If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

**Section 8.6 Surplus of Insurance Proceeds.** In the event that there is any surplus of insurance proceeds after the complete reconstruction or repair of any damage to the Property or



improvements thereon, and after all costs have been paid, such surplus sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against any Owner for committing willful or malicious damage.

## ARTICLE IX

### Mortgages

**Section 9.1 Mortgagee Rights.** In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

**Section 9.2 Notice to Mortgagee.** The Association, upon written request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable laws. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

**Section 9.3 Condemnation and Insurance Awards.** No provisions of this Declaration, or any amendment thereto, shall give an Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

**Section 9.4 Right of First Refusal.** The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit. Any "right of first refusal" subsequently granted to the Association through amendment of this Declaration, the Association's Articles of Incorporation and By-Laws, or any other document governing the development and administration of the Property must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added in this Declaration, the Association's Articles of Incorporation and By-Laws, or any other document governing the development and administration of the Property must not impair the rights of a first mortgagee to:

(a) Foreclose or take title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage;

(b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor, or

(c) Sell or lease a unit acquired by the mortgagee.

**Section 9.5 Unpaid Dues or Charges.** Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition.

**NOT OFFICIAL!**

**ARTICLE X**

**This Document is the property of  
the Lake County Recorder!**

**General Provisions**

**Section 10.1 Right of Enforcement.** In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant or the Association shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with this Declaration, and shall be entitled to recover reasonable attorneys' fees, and other costs and expenses.

**Section 10.2 Severability and Waiver.** Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

**Section 10.3 Amendment.** During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Lake County, Indiana, approved and signed by at least ninety percent (90%) of the then Owners, and thereafter by an instrument signed by at least seventy-five percent (75%) of the then Owners; provided, however, that this Declaration may be amended by Declarant, if it then has any ownership interest in the Property, at any time within four (4) years after the recordation hereof without such approval or the approval of any mortgagee; and further, provided, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval during the Development Period. Any amendment to this Declaration must be recorded. Neither the Association or the Owners shall effect during the

Development Period, any of the following changes without the prior written approval of two-thirds (2/3) of the first mortgagees, who have made their interests known to Declarant and the Association in writing, of the Lots (based upon one (1) vote for each mortgage owned) and two-thirds (2/3) of the Owners of Lots (excluding Declarant or Builder):

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer in the meaning of this clause;
- (b) Change the method of determining the obligations, assessments, dues or other charges that may be levied against a Dwelling Unit Owner;
- (c) By act or omission, change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the Common Area owned by the Association, party walls, common fences and driveways, and the upkeep of lawns and plantings in the Property;
- (d) Fail to maintain fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value;
- (e) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.
- (f) Change the voting rights, assessments, assessment liens or subordination or assessments liens, except as provided for in this Declaration;
- (g) Change the manner in which reserves for maintenance, repair and replacement of Common Areas have been set up and previously maintained in the Association;
- (h) Change the rights to the use of the Common Area owned by the Association, except as provided for in this Declaration;
- (i) Change the boundaries of any Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, except as provided for in this Declaration;
- (j) Change concerning the convertibility of Dwelling Units into Common Area owned by the Association or vice versa, except as provided for in this Declaration;

- (k) Allow for the expansion or contraction of the development, or the addition, annexation or withdrawal of property to or from the development;
- (l) Change any requirements for insurance or fidelity bonds set forth in this Declaration;
- (m) Change any manner in which units may be leased except as set forth in this declaration;
- (n) Change any imposition of any restriction on a Dwelling Unit Owner's right to sell or transfer his or her Dwelling Unit;
- (o) Allow restoration and repair of the Common Area (after a hazard, damage or partial condemnation) in a manner other than specified in the Declaration;
- (p) Take any action to terminate the legal status of the development after substantial destruction or condemnation occurs;
- (q) Change any provision that expressly benefits mortgage holders, insurers or guarantors; or
- (r) Effect any termination of legal status of the development for reasons other than substantial destruction or condemnation of the Property.

If an additional amendment is not considered to materially change this Declaration, such as the correction of a technical error or the clarification of a statement within this Declaration, the Association's Articles of Incorporation and By-Laws, or other constituent documents, there shall be an implied approval to be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after said proposal is made. The covenants, restrictions and all other provisions of this Declaration shall run in perpetuity with the land and shall be binding upon and inure to the benefit of the persons owning any portion of the Property and all parties claiming under them for a period of twenty (20) years from the date of recordation, and thereafter for periods of ten (10) years each, unless prior to the expiration of such ten year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Notwithstanding the foregoing or anything elsewhere contained in this Declaration, the Declarant and the Association shall have and hereby reserve thereafter the right and power acting alone and without the consent or approval of the Owners, the Association if the Declarant is acting, the Board of Directors, and mortgagees or any other person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (i) to comply with requirements with the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, or any other governmental agency, or any other public quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by

such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guaranty first mortgages covering Lots and Dwelling Units, (iii) to bring this Declaration in compliance with any statutory requirements or (iv) to correct clerical or typographical errors in this Declaration, or any exhibit hereto or any supplement thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant or Association thereafter, to vote in the favor of, make, or consent to any amendments described in this Section 10.3 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be due to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant or the Association thereafter to vote in favor of, make, execute and record any such amendments. The right of the Declarant and the Association thereafter to act pursuant to rights reserved or granted under this Section 10.3 shall terminate at such time as the Declarant or Association thereafter no longer holds or controls title to any part or portion of the Real Estate.

**Section 10.4 HUD Amendment Approval.** Notwithstanding, all other provisions of this Declaration, the Association's Articles of Incorporation and By-Laws, or any other document governing the development and administration of the Property, so long as there is a Class B membership, the following actions may require the prior approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development:

- (a) Annexation of additional properties;
- (b) Dedication of Common Area; and
- (c) Amendment of this Declaration.

**Section 10.5 Assignment.** Declarant may assign or otherwise transfer any and all of its rights as Declarant.

**Section 10.6 Condemnation, Destruction or Liquidation.** The Association shall be designated to represent the Dwelling Unit Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area owned by the Association, or from the termination of the development. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders.

IN WITNESS WHEREOF, WASHINGTON SQUARE, LLC, an Indiana limited liability company, has caused this Declaration to be executed as of the date first written above.

WASHINGTON SQUARE, LLC  
an Indiana limited liability company

By: [Signature]

Printed: Michael A. PANNOS

Title: Member

STATE OF Indiana )  
                                  ) SS:  
COUNTY OF Lake )

**Document is NOT OFFICIAL!**

Before me, a Notary Public in and for said County and State, personally appeared Michael A. Pannos, as a duly authorized member of Washington Square, LLC, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions, for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 6th day of April, 2000.

[Signature]  
Notary Public  
JEANNE M TRIXLER  
(Printed Signature)

My Commission Expires: 10-15-2007

My County of Residence: LAKE



**CONSENT AND JOINDER**

Washington Place Housing Development, LLC, an Indiana limited liability company ("Washington Place Development") and Washington Place Limited Partnership (an Indiana limited partnership ("Washington Place Partnership")) hereby acknowledge and agree as follows:

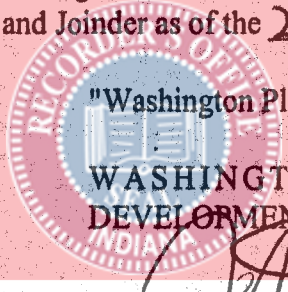
1. The Declarant has conveyed to Washington Place Development the following Lots within the Property:

Lots 23, 61 and 62 in Washington Place, an addition to the City of East Chicago, as per plat thereof recorded in Plat Book 89, page 95 in the Office of the Recorder, Lake County, Indiana by virtue of certain deeds dated the 29th day of March, 2000 (the "Model Lots")

2. Washington Place Development has conveyed the Model Lots to Washington Place Partnership by virtue of certain deeds dated the 29th day of March, 2000,, subject to certain mortgages granted by Washington Place Development to National City Community Development Corporation, dba National City Bank of Indiana, Community Development Association.

3. Washington Place Development and Washington Place Partnership hereby consent to and join in the foregoing Declaration and acknowledge and agree that the Model Lots are and shall be subject to the Declaration in all respects, and to any amendments made subsequent thereto as provided under the Declaration.

IN WITNESS WHEREOF, Washington Place Development and Washington Place Partnership have executed this Consent and Joinder as of the 29th day of March, 2000.



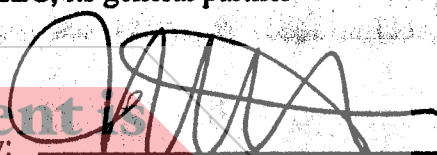
"Washington Place Development"  
WASHINGTON PLACE HOUSING  
DEVELOPMENT, LLC

By: [Signature]  
Michael A. Pannos, for Washington Square,  
LLC, Member of Washington Place Housing  
Development, LLC

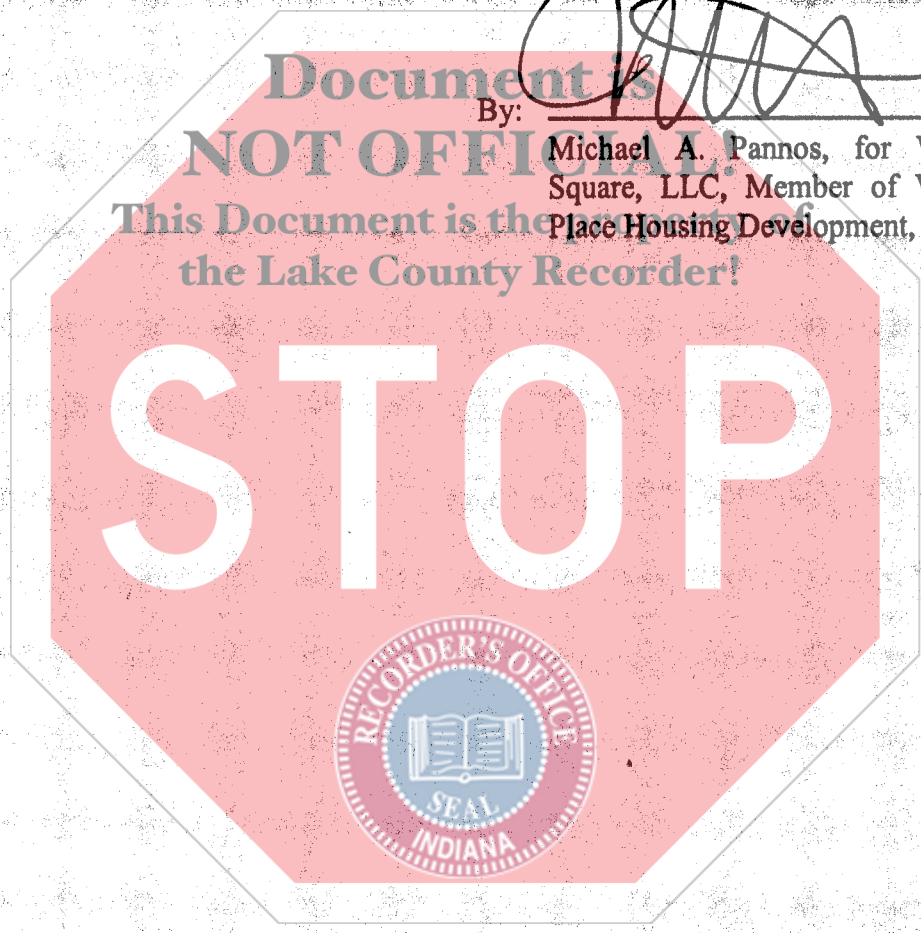
"Washington Place Partnership"

PROJECT  
WASHINGTON PLACE LIMITED PARTNERSHIP

By: Washington Place Housing Development,  
LLC, its general partner



Document is  
By: Michael A. Pannos, for Washington Square, LLC, Member of Washington Place Housing Development, LLC  
NOT OFFICIAL!  
This Document is the property of  
the Lake County Recorder!





STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Michael A. Pannos, for Washington Square, LLC, member of Washington Place Housing Development, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument, acting for and on behalf of said limited liability company, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 29<sup>th</sup> day of March, 2000.

Cheryl G. Croghan  
the Lake County Recorder (signature)

My Commission Expires:

10-28-2007

Cheryl G. Croghan  
(printed name) Notary Public

Resident of Marion County



STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Michael A. Pannos, for Washington Square, LLC, member of Washington Place Housing Development, LLC, an Indiana limited liability company, the general partner of Washington <sup>Place</sup> ~~Place~~ Limited Partnership, an Indiana limited partnership, and acknowledged the execution of the foregoing instrument, acting for and on behalf of said limited partnership, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 29<sup>th</sup> day of March, 2000.

This Document is the property of  
the Lake County Recorder

Cheryl G. Croghan  
(signature)

My Commission Expires:

10-28-2007

Cheryl G. Croghan  
(printed name) Notary Public

Resident of Marion County



**CONSENT OF MORTGAGEE**

National City Community Development, dba National City Bank of Indiana, Community Development Association, an Ohio corporation, as mortgagee under those certain mortgages on the Model Lots dated March 30<sup>th</sup>, 2000, granted by Washington Place Housing Development, LLC (the "Mortgages") hereby consents to the foregoing Declaration and acknowledges and agrees that the Model Lots and the Mortgages are and shall be subject to the Declaration in all respects, and to any amendments made subsequent thereto as provided under the Declaration.

NATIONAL CITY COMMUNITY DEVELOPMENT CORPORATION DBA National City Bank of Indiana, Community Development Association, an Ohio corporation

By: [Signature]  
Printed: Darwin D. May  
Title: Executive Director

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Darwin D. May, the Executive Director of National City Community Development Corporation dba National City Bank of Indiana, Community Development Association, an Ohio corporation, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 30<sup>th</sup> day of March, 2000.

Susan K. Stumpf  
(signature)

Susan K. Stumpf  
(printed name) Notary Public

My Commission Expires:  
5/19/07

Resident of Marion County

This Instrument was prepared by James B. Burroughs, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

529951.5

## EXHIBIT A

### Legal Description

That part of Sec. 22, Township 37 North, Range 9 West, of the 2<sup>nd</sup> Principle Meridian, in Lake County, Indiana, and also being a part of the land of the School City of East Chicago, IN, more particularly described as follows:

Commencing at the intersection of Sections 21, 22, 27 and 28 in Township 37 North, Range 9 West of the second principle meridian, at a stone, by record, then N. 01° 41' 37" W. and 658.22 ft., along the West line of Section 22, to a nail in the intersection of Parrish Ave. and 140<sup>th</sup> St. then S. 48° 31' 23" E. and 45.25 ft. to an iron pipe set at the point of beginning of the described property, then N. 89° 56' 47" E. and 588.20 ft. along the North line of the property, then S. 01° 41' 31" E. and 578.50 ft. along the East line of the property, then S. 89° 58' 32" W. and 588.19 ft. along the South line of the property, then N. 01° 41' 37" W. and 578.20 ft. along the West line of the property, to the point of beginning, all in the City of East Chicago, Lake County, Indiana. Measuring a grand total of 7.806 acres.

STOP



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