

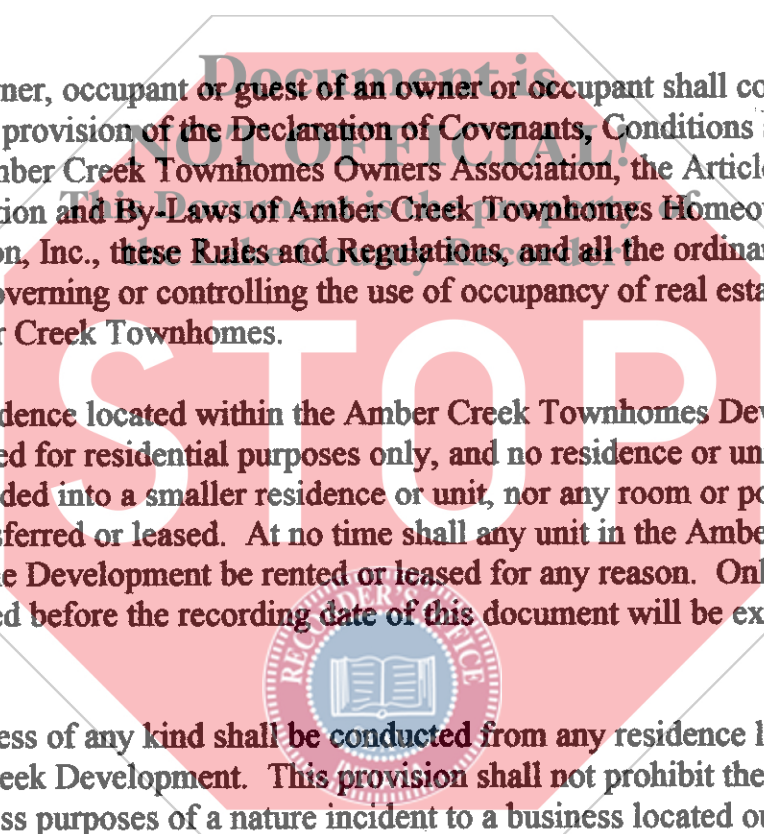
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RULES AND REGULATIONS OF AMBER CREEK TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.

2007 052028

1. Every owner, occupant or guest of an owner or occupant of a residence located within the Amber Creek Townhomes shall comply with all instructions and directions posted by the Association for the proper and orderly use of common areas and facilities; such posting shall be at or near the area, facility or equipment for which the instruction or direction is to apply.
2. Every owner, occupant or guest of an owner or occupant shall comply with personally conveyed instructions or directions from any Association director or officer, or any employee or agent whose duty it is to supervise or maintain any common area or facility, as to the proper orderly use of said common area or facility.
3. Every owner, occupant or guest of an owner or occupant shall comply with each and every provision of the Declaration of Covenants, Conditions and Restrictions for the Amber Creek Townhomes Owners Association, the Articles of Incorporation and By-Laws of Amber Creek Townhomes Homeowner's Association, Inc., these Rules and Regulations, and all the ordinances of Hobart, Indiana governing or controlling the use of occupancy of real estate located within the Amber Creek Townhomes.
4. Each residence located within the Amber Creek Townhomes Development shall be occupied for residential purposes only, and no residence or unit may be divided or subdivided into a smaller residence or unit, nor any room or portion thereof sold, transferred or leased. At no time shall any unit in the Amber Creek Townhome Development be rented or leased for any reason. Only units that have been rented before the recording date of this document will be exempt from this rule.
5. No business of any kind shall be conducted from any residence located within the Amber Creek Development. This provision shall not prohibit the use of telephone for business purposes of a nature incident to a business located outside of the Amber Creek Townhomes, or for the entertainment of or consultation with any business guest for any portion of a particular day. All other business activities whatever nature, kind, duration, or extent are prohibited.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDING
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MICHAEL A. SANCHEZ
RECORDER



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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR
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6. Signs or advertising for any reason whatsoever are prohibited, except for "For Sale" signs in good taste erected in accordance with the Declaration of Covenants, Conditions and Restrictions, except for such signs as are placed by the Association for information or directional purposes, and except as may be employed by the developer/declarant during the term of development, sale and control by him of any of the properties located within Amber Creek Townhomes. Signs are prohibited anywhere except on the actual unit property including directional signs.
7. All lawns, landscaping, the surfaces of driveways and walkways, and the exteriors of all residences and appurtenant buildings shall be maintained and repaired on a regular basis so as to provide an attractive appearance conducive with the surrounding community environment. Weed control shall be the responsibility of lot owners, who shall bear the expense for the same and same shall be accomplished in the manner and in accordance with instructions of the Board of Directors. Upon written notice of a violation of this rule by the Association, the owner or occupant of said residence shall have thirty (30) days within which to correct any violation, or reach an agreement with the Association as to the correction of said violation.
8. No building, wall improvement of other structure shall be commenced, erected or maintained on the property and no exterior addition, change or alteration shall be made until the plans and specifications, plan lay-out, exteriors elevations and landscaping which shall show the nature, kind, shape, height. Materials and location of the improvement to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography, and lot lines by the Architectural Control Committee appointed by the Board of Directors of the Association. This provision shall not apply to any construction or improvement made by the Developer in connection with the development of the property. In the event that said Committee has not acted upon the submission within thirty (30) days, the submission will be deemed to have been denied.
9. Garbage and trash receptacles shall not be visible from the street at any time, except as may be necessary for the orderly collection of garbage or refuse.
10. All residences located within the Amber Creek Townhome Development shall have an address street number clearly visible from the street.
11. Recreational vehicles, campers, boats, trailers, trucks or other commercial vehicles shall not be stored or parked outside the Townhome garage, including the streets and common area unless specific areas for such purposes are designated by the Association.
12. Dogs or cats shall be kept or maintained inside individual Townhome Units. When outside the unit, they must be leashed at all times. No other animal shall be allowed in any common or neighboring lawn area. Should a permitted pet escape on common or neighboring areas, the owner shall be responsible for removing all fecal immediately. No animal shall be allowed on another residents property under any circumstances.

13. No owner or occupant of a residence shall keep any other animal on the resident's premises that:

- a. Occasions any noise, odor or noxious effect beyond the confines of said residence, or
- b. Are potentially dangerous or unsafe by nature or kept condition, or are prohibited by County ordinance, State law or otherwise.

14. No material, equipment or device may be placed or used in any residence or lot on which a residence is located that:

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

15. Every owner or occupant desiring private use of any of the common areas or facilities for themselves or with guests shall obtain a permit for same from the Association prior thereto, upon application for same thirty (30) days prior to the date of intended use. The Association shall grant or deny such applications for permits on or prior to fifteen (15) days before the date of the intended use, provided, however, that the Association's failure to act upon such application by said date shall be deemed a denial of the application. The Association shall issue permits only for uses which are permitted by the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, By-Laws and these Rules and Regulations, and shall, at its discretion, deny any application which otherwise is not in the best interest of the Association or SpringRose Heath Unit Six Development.

16. The Association shall have the right to enforce these Rules and Regulations by special assessment against any member found to be in violation hereof, which shall be collected in the manner, and to the same extent, provided for collection and enforcement of special assessments pursuant to the provisions of Article IV of the Declaration of Covenants, Conditions and Restrictions. Furthermore, the Association, or any owner, shall have the additional, nonexclusive right, to enforce any provision of these Rules and Regulations in the manner, and to the same extent as provided for enforcement of the provisions of the Declaration of Covenants, Conditions and Restrictions under the provisions of Article XIII (B) thereof.

17. No common area may be used for partisan political purposes, or for the proselytizing of sectarian religious or philosophical causes. Provided, however, that persons engage in civic and nonpartisan political activities such as registration of voters may be invited upon said common areas by the Association upon application for a permit for such purposes by a member of the Association, subject to paragraph 17 above.

18. No person may enter upon any common area for purposes of solicitation, commercial, political or religious activity, except upon the express authorization or invitation of the Association, upon application for a permit for such purposes by a member of the Association, provided, however, that this rule shall not prohibit the use of said areas by the declarant/developer for purposes of advertising, solicitation and sale of any of the properties within the Amber Creek Townhome Development, so long as the declarant/developer owns any properties therein.
19. No fences other than PVC fences less than four (4) feet in height shall be permitted on any residential lot except such fences as may be required by statute or ordinances around swimming pools. Required fencing for swimming pools shall be erected so as to encompass the pool area only and shall not intrude on any easements located either adjacent to or on the home owner's property. Chain Link fences shall not be permitted. Privacy screening or hot tubs and whirlpools may be permitted if confined to an area immediately adjacent to such facility and limited so as to accomplish the purpose intended. The Architectural Control Committee may vary the terms of this rule only if the granting of such variance will be compatible to the use being made of adjoining property and is aesthetically pleasing.



**DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO LOTS IN AMBER CREEK TOWNHOMES DEVELOPMENT,
LAKE COUNTY, INDIANA**

THIS DECLARATION made this 26th day of JUNE, 2007
by GTA DEVELOPMENT, LLC., hereinafter referred to as "Owner" and
"Developer".

RECITALS, INTEND AND PURPOSES

WHEREAS, the Owner holds title to certain real estate in the
unincorporated area of Lake County, Indiana, which is more particularly
described on Exhibit "A" attached hereto and incorporated herein by reference;
and

WHEREAS, the Owner does hereby certify that it has laid off, platted and
subdivided said real estate in accordance with the plat hereof attached.

NOW THEREFORE, the Owner and Developer hereby declare that all of the
property described on Exhibit "A" shall be held, sold and conveyed subject to the
following easement, restrictions, covenants, and conditions, all of which are for
the purpose of enhancing and protecting the value, desirability and
attractiveness of the property. These easements, restrictions, covenants and
conditions shall run with the real estate described in Exhibit "A" as part of a
general plan of development and shall be binding on all parties having or
acquired any right, title or interest in the property or any part thereof, and shall
inure to the benefit of each Owner thereof.

ARTICLE I
This Document is the property of
the Lake County Recorder!

Dedication

The subdivision shall be referred as to Amber Creek Townhomes.

All streets proposed to be, but not heretofore dedicated and shown on the
attached subdivision plat, are hereby dedicated to the public. Front and side
yard buildings set back lines are hereby established as shown on this plat,
between which lines and the property lines of the street, there shall be erected or
maintained no building or structure.

There are strips of ground shown on this plan and marked "Easement"
reserved for the use of public utilities for the installation of water and sewer
mains, storm sewer drainage, poles, ducts, lines and wires subject to all times to
the easements herein reserved and the approved authority hereby vested in the

Plan Commission of the City of Hobart. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their title subject to the rights of the public utilities.

The right to enforce the covenants and agreements by Restraining Order or Injunction is hereby dedicated to the City of Hobart, Indiana.

ARTICLE II

Architectural Control

No building, improvement or other structure shall be erected, maintained, placed or altered on the property and no exterior addition, change or alteration shall be made until the plans, specifications, plat plan and exterior elevations have been submitted to and approved in writing by the Developer, or its duly authorized agents or assigns, as to quality of structure and materials, and harmony of external design with existing structures. These submissions so made shall also include the square footage of the proposed improvement.

No fence or walls shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

The Owner or Developer, its employees, agents and representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner or contractor who submits such plans on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and (3) the development of any property within Amber Creek Townhomes Development. Any persons submitted plans to the Owner and Developer shall hold the Owner and Developer harmless from all damage, loss or prejudice suffered or claimed by any third party, including but not limited to, attorney's fees incurred.

ARTICLE III

Use Restrictions

- A. Conveyance. Each lot shall be conveyed as a separately designated and legally described freehold interest subject to the terms, conditions and provisions hereof.

- B. Use. All of the lots in this subdivision shall be used for attached single-family residential (Townhouses) purposes only.

All construction shall be in accordance with provisions of R2 zoning ordinance effective in the City of Hobart, Indiana and approved by Developer.

- C. Temporary Structures. No structure of a temporary character, such as a trailer, basement, tent, storage shed, garage, barn or other building shall be used on the property at any time as a residence, either temporarily or permanently.
- D. Appearance. All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.
- E. Fuel Tanks. Exterior fuel tanks shall be buried in conformity with applicable ordinances or statutes or fuel tanks may be placed in the basement of the residential structure.
- F. Storage. No recreational vehicle (motor home, trailer, boat, camper, etc.) shall be permitted to be parked on any lot or anywhere in the subdivision for more than 48 hours unless in a garage.
- G. Fences. Fences no greater than four feet (4') in height may be constructed around the side and rear yards of any lot in the subdivision. A greater height may be allowed if the same is required by ordinance or statutes around a swimming pool. In any and all events, chain link fences are prohibited from use anywhere in the subdivision.
- H. Property Care. Owners of lots in the subdivision shall maintain property on a level of care adequate to the standards of the subdivision.
- I. Destruction of Property. If a house is destroyed by fire or storm, the Owner of the same must repair or remove the structure within 180 days.
- J. Nuisances. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- K. Signs. No sign of any kind shall be displaced to the public view on any lot except professional signs of not more than one square foot, or signs used by a builder or Developer and decorative signs

used by the Developer to identify the subdivisions parks or special areas or to advertise the property during the construction and sales period.

- L. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- M. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition, well screened by planting or other means from the street.

ARTICLE IV

Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Easement Provisions. An easement for serving the subdivision and other property with electrical and telephone service is hereby reserved for and granted to:

Northern Indiana Public Service Company and Indiana Bell Telephone Company, grantees.

their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals in, over, under, across, along and upon the surface of the property shown within the dotted lines on the plat for streets marked "Easement", and to install required service connections over or under the surface of each lot to serve improvements thereon, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstruction shall not be placed over grantees' facilities or in, upon, or over the property within the dotted lines marked "Easement" without the prior written consent of the grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

ARTICLE V

Access for Purpose of Ingress and Egress

The common areas adjacent and contiguous to each unit shall be utilized for purposes of access to provide ingress and egress to the individual owners thereof to and from the dedicated roads and streets.

ARTICLE VI

Homeowners Association

An Association comprised of the Owners of the lots in the subdivision shall be formed, whose purposes shall be to ensure high standards of maintenance and operation of all property in the subdivision reserved for the common use of all residents and Owners of property therein, including, but not limited to, the private street which serves all to the lots of the subdivision, and to ensure the provision of services and facilities for the common benefit of the Owners and residents of the subdivision. Every record Owner of a fee simple interest in the lots in the subdivision shall become and be a member of the Association, and each such member shall be entitled to one (1) vote for each lot owner by him on each matter submitted to a vote of members, provided, that where title to a lot is in more than one (1) person, such co-Owners acting jointly shall be entitled to but one (1) vote. Each platted lot on the plat of subdivision shall be deemed to be a separate lot, entitling the Owner thereof to one (1) vote for each such full lot owned.

A. Powers and Duties of the Association. The Association shall have the following powers and duties with respect to this subdivision:

- (a) to the extent such services are not provided for by an governmental body;
 - 1. To care for and maintain the park property and entranceways to the subdivision, (including all outlots and common areas).
 - 2. To provide for the cleaning and maintenance of storm water retention areas.
 - 3. To pay all taxes related to all common areas which shall be deeded to Homeowners Association.

4. To create and manage financial reserves to provide for the foregoing duties.

B. **Method of Providing General Funds.** For the purpose of providing a General Fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provide for, the Officers of the Association shall determine for each year, the total amount required for such a year. If such amount, or any portion thereof, is approved by a majority number of votes available to all members of the Association, then the Association may levy an annual assessment for property over which it has jurisdiction. Each Owner of a lot shall be assessed an equal amount. Such amount shall be determined by dividing the total amount needed by the number of lots within the Subdivision, and such amount shall be assessed against each Owner of each lot.

In the event of the failure of any Owner to pay any assessment on or before thirty (30) days following notice to such Owner of such assessment, or the scheduled due date thereof, then such assessment shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof to the date of payment. The Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus interest. When delinquent, payment of both principle and interest may thereafter be enforced against the Owner personally, and/or as a lien on said real estate. The Association may, at its discretion, file certificates of non-payment of assessment in the Office of the Recorder of Lake County, Indiana, whenever such assessments are delinquent. For each certificate so filed, in addition to all other sums due it, the Association shall entitled to collect from the Owner or Owners of the real estate described therein, a fee of Forty Dollars (\$40.00), which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as provided by law, including the right of file suit to collect same. Any expenses, costs, or fees, including reasonable attorney's fees, incurred by the Association in enforcing the obligation fo the Owner to pay any such assessments shall be enforceable against a bona fide purchaser for value, without notice of the assessment against the property, unless a notice thereof has been recorded with the Recorder of Lake County, Indiana, before such purchase acquires an interest in the assessed property.

Such lien shall continue for a period of five (5) years from the date of

delinquency and no longer, unless within such time suit shall have been filed against the property for the collection of the assessment, in which case, the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

- C. **Expenditures Limited.** The Association shall not expend more money within any one (1) year than the total amount of assessment for that particular year, plus any reserves which it may have on hand. The Association shall not enter into any contract billing the assessment of any future year and no such contract shall be valid or enforceable against the Association. The terms of this provision may be waived in the event of any emergency, upon the written consent of two-thirds (2/3) of the total number of votes available to members of the Association.
- D. **Term.** These covenants are to run with the land and shall be binding upon all lots, the Owners thereof, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by eighty percent (80%) of the then-Owners of the lots has been recorded, agreeing to change said covenant in whole or in part, provided, however, that such Agreement shall only be affected if made and recorded one (1) year prior to the effective date of such change.
- E. **Enforcement.** In addition to any other legal rights, the Owner or Owners, present or future, of any land or lot included in the Subdivision, shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the Covenants set forth herein, or any of them, in addition to the right to bring any ordinary legal action for damages. In no event shall the failure to enforce any violation of the Covenants set forth herein be deemed to be a waiver of right to do so as to any similar or other violation hereof.

ARTICLE VII

Amendments or Changes

Amendments or changes in the restrictions and declarations set forth herein shall be proposed and adopted as follows:

- A. **Notice.** Notice of the subject matter of the proposed amendment is reasonable detailed form shall be included in a notice of meeting to be held and shall be given to all owners of lots within the subdivision.
- B. **Resolution.** A resolution adopting a proposed amendment following such meeting must be adopted by not less than seventy-five percent (75%) of the total number of lot owners within the subdivision. Lot owners not present at a meeting considering such amendment may vote by proxy.
- C. **Recording.** Owners may execute a Power of Attorney designating an attorney-in-fact to execute documents indicating the adoption of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorney-in-fact or by the respective lot owners in such form as to be recordable in the Office of the Recorder of Lake County, Indiana.

ARTICLE VIII

Existence and Termination

The covenants and restrictions herein set forth shall continue in perpetuity and shall be terminated, if at all, by the agreement of all of the lot owners and their respective mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the recording of instruments. The termination shall become effective when such agreements have been recorded in the Office of the Recorder of Lake County, Indiana.

ARTICLE IX

General Provisions

- A. **Severability.** Invalidation of any one (1) of these covenants or restrictions by judgment or Court Order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.
- B. **Enforcement.** The Owner of Developer, its heirs, successors, and assigns, or any owner of a lot or any mortgagee of property within the subdivision, shall have the right to enforce any provision of this Declaration by an proceeding of law or equity. Any owner found to be in violation by a Court of competent jurisdiction of any provisions of this Declaration shall also be liable for reasonable

attorney fees incurred in prosecuting such action and in enforcing the terms and conditions hereof. The failure to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

Party Wall and Easements

A portion of the improvements erected on the Real Estate constitute a common wall and boundary between the Parcels.

The Declarant desires to settle all questions relating to the ownership and use of said common wall, and the Declarant does declare said wall to be a party wall, and the owner of each Parcel shall have the right to use it jointly. The Declarant does further declare as to said party wall as follows:

- A. No Parcel owner without the prior written consent of the other Parcel owner shall extend the party wall or use the same in any manner that would impair the use of the same by the other Parcel owner.
- B. In the event it becomes necessary or desirable to repair or rebuild the whole or any part of the party wall, the expense thereof shall be borne equally by the Parcel owners, unless same shall be necessitated by the negligent or willful acts or omissions of one owner, in which event all of the expense thereof shall be borne by such owner.
- C. Any repair or rebuilding of the party wall shall be upon the same location, of the same dimensions, of the same or similar materials, of equal quality as that used in the original party wall.

Each Parcel is hereby imposed with a mutual reciprocal easement over or through each Parcel for the benefit of the other Parcel for the following purposes:

- A. Any and all utility services facilities now or hereafter in the future existing, including, but not limited to, utility services for gas, electricity, water, sewer, telephone, communications, and security to the extent that any of same are presently located on one Parcel and service the other Parcel.
- B. For the structural support of that portion of the building located on each Parcel.

- C. For the encroachment of more than one-half (1/2) of the party wall over and upon each Parcel, either presently or in the future for any reason, including but not limited to, any such encroachment arising out of the reconstruction, repair or replacement of the party wall.

ARTICLE XI

Exterior Building Maintenance and Preservation

The owner of each Parcel shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Said owners shall, as to the exterior of the residence (including, but not limited to, windows, doors, siding, roofing and driveway and sidewalk pavement), maintain and preserve the design, color scheme and concept of the original construction. Further, the owners shall, as to the exterior portions of the building that requires painting or staining, repaint or restain the same at least every five (5) years, unless otherwise agreed upon by such owners. The exterior color scheme shall be maintained in its original state unless the owners agree upon a different scheme.

ARTICLE XII

Owner's Obligation to Rebuild

If all or any portion of the improvements on the Real Estate are damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurred, and such reconstruction shall be diligently pursued until completed. The proceeds of any casualty insurance payable to the owner or its mortgagee is hereby pledged to be held in trust for the sole purpose of reconstructing the building and shall be used solely for such purpose.

ARTICLE XIII

Insurance

Each owner shall hold harmless the other owners from all claims or judgments arising from the use of those areas shared by the owners, unless the claim, demand, or judgment is caused by the negligence of the other owner. Further, each owner shall maintain all risk insurance for the full replacement cost as to the residence owned. Evidence of such insurance in the form of a

