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**NOTICE OF THE ADOPTION OF
THE FIRST AMENDED AND RESTATED
RULES AND REGULATIONS OF
DANCING WATERS TOWNHOME OWNERS ASSOCIATION, INC.**

This Notice is made and given by **DANCING WATERS TOWNHOME OWNERS ASSOCIATION, INC., an Indiana nonprofit corporation** (the "Association"), under and pursuant to the terms and provisions of that certain Declaration of Covenants, Conditions, Restrictions and Easements For Dancing Waters Townhomes LLC, recorded on June 23, 2016, as Document No. 2016 038871, in the Office of the Recorder of Lake County, Indiana, as amended (the "Declaration"), which Declaration encumbers the following described real estate:

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B. BROWN
RECORDER
JUN 21 PM 1:38

See Exhibit "A"

(the "Real Estate").

NOTICE is hereby given by the Association of the amendment of the Rules and Regulations (as defined in the Declaration), by way of the adoption by the Board of Directors of the Association of the First Amended and Restated Dancing Waters Townhomes Rules and Regulations, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B" (the "First Amended Rules and Regulations"). By the recording of this Notice, the Real Estate is hereby encumbered with the First Amended Rules and Regulations.

IN WITNESS WHEREOF, this Notice has been executed this 18th day of June, 2019.

**DANCING WATERS TOWNHOME OWNERS
ASSOCIATION, INC.**

By: *Dennis E. Meyers*
DENNIS E. MEYERS, President

ATTEST:

By: *Renée L. Egnatz*, *secretary*
RENEE L. EGNATZ, Secretary

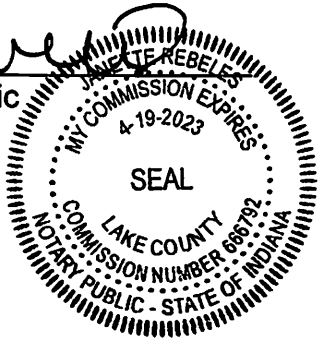
\$ 25.00
V# 1341
[Signature]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **DENNIS E. MEYERS and RENEE L. EGNATZ, the President and Secretary, respectively, of DANCING WATERS TOWNHOME OWNERS ASSOCIATION, INC.**, who acknowledged the execution of the foregoing instrument for and on behalf of said Association, and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 18th day of June, 2019.


Janette Rebeles, Notary Public



My Commission Expires:
4/19/23

County of Residence:
Lake

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (Rhett L. Tauber, Esq.)

This Instrument Prepared By:
Rhett L. Tauber, Esq.
Tauber Law Offices
1415 Eagle Ridge Drive
Schererville, IN 46375
(219) 865-6666

EXHIBIT "A"

**PARCEL 1
MEYERS ADDITION UNIT 3, BLOCK 2**

All of MEYERS ADDITION UNIT 3, BLOCK 2, a Planned Unit Development in St. John, Indiana, as per plat thereof recorded in Plat Book 108, Page 24 in the Office of the Recorder of Lake County, Indiana.

**PARCEL 2
FUTURE MEYERS ADDITION UNIT 3, BLOCK 3**

A parcel of real estate in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 21, Township 35 North, Range 9 West of the Second Principal Meridian, in the Town of St. John, Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Section 21 in U.S. Highway Route #41, thence North 01°15'33" West, (assumed basis of bearings herein) along the West line of said Section 21, a distance of 288.1 feet to a point; thence South 89°48'52" East, 75.02 feet to the Southwest corner of Lot 1 in GARDENIA GARDENS, as per plat thereof recorded in Plat Book 102, page 6, in the Office of the Recorder of Lake County, Indiana; thence continuing South 89°48'52" East, along the South line of said Lot 1, a distance of 278.07 feet to the True Point of Beginning; thence North 00°11'08" East, perpendicular to the last described line, a distance of 309.90 feet to the Northeast corner of Lot 2 in said GARDENIA GARDENS; thence North 89°48'52" West, along the North line of said Lot 2, a distance of 85.90 feet to the Southwest corner of Lot 3 in said GARDENIA GARDENS; thence North 01°15'33" West, along the West line of said Lot 3, a distance of 160.00 feet to the Northwest corner of said Lot 3 and a point on the South line of Lot 1 in DE YOUNG INTERIORS 1ST ADDITION to the Town of St. John, Indiana, as per plat thereof recorded in Plat Book 96, Page 19, in the Office of the Recorder of Lake County, Indiana; thence South 89°48'52" East, along the North line of said Lot 3, a distance of 122.02 feet to the Northeast corner of said Lot 3, also being the Southeast corner of Lot 1 in said DE YOUNG INTERIORS 1ST ADDITION; thence North 01°15'33" West, along the East line of said Lot 1, a distance of 33.67 feet to the Southwest corner of MEYERS ADDITION UNIT 3, BLOCK 2, a Planned Unit Development in St. John, Indiana, as per plat thereof recorded in Plat Book 108, Page 24 in the Office of the Recorder of Lake County, Indiana; thence South 89°48'52" East, along the Southerly line of said UNIT 3, BLOCK 2, a distance of 339.80 feet to the Southeast corner of Lot 16 in said UNIT 3, BLOCK 2; thence South 24°26'38" West, along said Southerly line, a distance of 96.07 feet; thence South 65°33'22" East, along said Southerly line, a distance of 165.00 feet to the Southeast corner of Lot 5 in said UNIT 3, BLOCK 2; thence North 88°53'56" East, along said Southerly line, a distance of 187.72 feet to the Southeast corner of said MEYERS ADDITION UNIT 3, BLOCK 2, said point also being on the West right of way line of the New York Central Railroad; thence South 01°06'04" East, along said West Railroad right of way line, a distance of 352.43 feet to a point that lies on the Easterly extension of the South line of Lot 1 in said GARDENIA GARDENS; thence North 89°48'52' West, along said extended South line, a distance of 677.58 feet, more or less, to the Point of Beginning.

EXHIBIT "B"

FIRST AMENDED AND RESTATED DANCING WATERS TOWNHOMES RULES AND REGULATIONS

1. ARCHITECTURAL STANDARDS. Notwithstanding that it is the Owner's responsibility to maintain and repair the Residential Unit owned by him and/or her, no change in the exterior appearance of a Residential Unit, or the quality of the construction of a Residential Unit, can be changed in any way whatsoever without the prior approval of the Board of Directors in accordance with the provisions of Article X of the Declaration of Covenants, Conditions, Restrictions And Easements For Dancing Waters Townhomes (hereinafter the "Declaration"). The prohibition of this provision shall include, but not be limited to, the following:

a. The construction of any exterior addition to any Residential Unit, or the construction of any temporary or permanent improvement or building on the lot on which the Residential Unit is located.

b. The reconfiguration of any existing structure of a Residential Unit in any manner whatsoever.

c. The use of any materials on the exterior of any Residential Unit or associated structures which is not identical to that which was provided as a part of the original construction, both in quality, color and other appearance. Exceptions to this Rule may be made by the Board of Directors, so long as the Board of Directors shall make an affirmative determination that such shall be and remain visually compatible with and in harmony with the appearance of the other Residential Units.

d. The erection of aerials, antennas (except for satellite dishes not exceeding 20" in diameter), clotheslines, awnings, or other similar items or devices, except in such a manner that they are not visible from any ground level location from the exterior.

é. Storm doors and windows shall not be added to a Residential Unit, except in accordance with written Association specifications.

f. The erection or maintenance of any fences or other types of barricades.

g. The use of window coverings which are not white or beige or show a white or beige appearance when viewed from the exterior of the Residential Unit.

h. The use of mailboxes not in conformity with the quality and style and location requirements of the Board of Directors. The original mailboxes installed for each Residential Unit shall be approved in advance by a duly designated representative of the Declarant or shall conform to the quality, style and location requirements of the Declarant.

In addition to the foregoing prohibitions, each Owner shall have an affirmative obligation to maintain and repair his and/or her Residential Unit in such a manner as to maintain at all times the uniformity of appearance of such Residential Unit with all others in the community.

2. MAINTENANCE AND REPAIR OF RESIDENTIAL UNITS. Except as provided in Article IV, Section 1 of the Declaration, it is the Owner's sole and exclusive responsibility to maintain (including ice removal), repair and replace his and/or her Residential Unit. The only responsibility of the Association in this regard is as set forth in Article IV, Section 1 of the Declaration. However, it shall not be the Association's responsibility to repair or replace any grass, sodding, or landscaping which has been destroyed, or which has deteriorated. If the same are damaged or destroyed by the actions or omissions of any Owner (including inadequate watering, except when prohibited by law). Under these circumstances, it shall be the responsibility of the Owner of each Residential Unit to repair and replace any grass, sodding or landscaping, in accordance with standards, specifications and procedures to be determined by the Board of Directors.

3. INSURANCE. As of the adoption of these Rules and Regulations by the Association, the Association has elected not to obtain casualty insurance on Residential Units in accordance with the provisions of Article V, Section 1 of the Declaration. Accordingly, it is the sole and exclusive responsibility of each Owner of a Residential Unit to provide casualty insurance in accordance with the provisions of the Declaration. It is, therefore, the Owner's responsibility to be familiar with and to comply with Article V of the Declaration in every respect. This obligation shall include, but not be limited to, the requirement that all casualty insurance be for the full replacement value, that the proceeds thereof be payable to the Insurance Trustee, and that all liability insurance policies show the Association and all Residential Unit Owners as named insureds,

4. SIGNS. No Owner shall display any sign on any part of any Residential Unit, except for temporary but tasteful "For Sale" signs, not to exceed 3' x 4' in size. "For Rent" signs are not allowed.

5. VEHICLES. No motor homes, campers, trailers, boats of any kind, or trucks in excess of 3/4-ton capacity, shall be parked at any time on any Residential Unit,

except inside closed garages in a manner that shall allow the garage door to be closed entirely.

6. **LEASING RESTRICTIONS.** All lease or rental agreements must be in writing and shall be approved by the Board of Directors in its sole discretion. Residential Units shall not be leased for an initial term of less than one (1) year, nor for the occupancy of more than one (1) family.

7. **MINIMUM HEAT.** The minimum heat in every Residential Unit shall not be less than 60 degrees F, for the period of time from November 1 to April 15 each year.

8. **NOISE.** Loud music or television or any other sound which may be objectionable to any other Occupant is prohibited at all times.

9. **CAR WASHING.** No car or other vehicle washing is permitted on any of the Residential Units in any manner which would allow soaps, detergents, or other chemical liquids or compounds to damage any lawn or landscaped area.

10. **PETS.** In accordance with Article XI, Section 6 of the Declaration, only two (2) pets (only dogs or cats) shall be allowed to be kept in or on a Residential Unit, and otherwise, an Owner may not keep, raise or bred any animals, reptiles, livestock or poultry in or on any Residential Unit. Notwithstanding the foregoing, the following shall apply with regard to any pet which is allowed to be kept in or on a Residential Unit:

a. Owners of a cat or dog shall be required to keep same on a leash at all times when such pets are outside the home, or, in the alternative, the Residential Unit may be equipped with an "electronic fence", approved by the Board of Directors.

b. Owners of a cat or dog shall be required to immediately remove all forms of excrement of such pets from the Property, including, but not limited to, lawns, walks, driveways, and parking areas, and such pets shall not be allowed to deposit excrement in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped area.

c. No pet will be allowed which creates noise, emits noxious odors or creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night.

d. Any Owner of a pet allowed hereunder, who is the subject of three (3) justifiable complaints of violation of this rule, shall forthwith permanently remove the pet from his or her Residential Unit, upon notice of same from the

Board of Directors, and said Owner shall not be allowed to have any pets within the Residential Unit at any time thereafter, except with the express prior written consent of the Board of Directors.

e. The Board of Directors shall have the authority to make regular Assessments against any and all Owners with pets for the purpose of paying any additional costs which may be involved in maintaining and/or repairing the Property as a direct or indirect result of the housing of pets within the Project (the "Pet Assessments"). Pet Assessments may consist of a regular monthly or other periodic assessment against all Owners housing pets, to be paid in the same manner and at the same time as the General Assessment for Common Expenses, and such Pet Assessment may be based upon an estimate of the cost of maintaining and/or repairing the Property necessitated by the housing of pets within the Residential Unit. As an alternative, or in addition to the foregoing, Pet Assessments may consist of a Special Assessment against any Owner housing a pet, if the Board of Directors, in its sole discretion, determines that a particular Owner shall be responsible for the cost of maintaining and/or repairing any part of the Property necessitated by the housing of the pet in such Owner's Residential Unit. The failure of any Owner housing a pet to pay Pet Assessments shall automatically result in the immediate and permanent removal of such pet from the Residential Unit, such Owner shall not be allowed to have any pets within the Residential Unit at any time thereafter, and the Association and the individual members shall have the right to seek and obtain any and all other legal or equitable remedies allowed by the Declaration or by law for violation of these Rules and Regulations.

11. **GARBAGE**. All garbage receptacles shall be located and stored in such a place as to be not visible from any ground level location in the Project, excepting only on those days of garbage collection by the Town of St. John, or its contractor, in which case such garbage containers, when empty, shall be immediately relocated to a place as described above.

12. **FISHING**. Except for the owners of Lots 4, 5, 6, 7 and 8, fishing in the pond on the Common Area is prohibited,

13. **ACCESS TO PONDS**. Except for maintenance purposes, access to the ponds of the Common Area is exclusive to the owners of Lots 4, 5, 6, 7 and 8.

14. **RESPONSIBILITY FOR ASSESSMENTS AND COMPLIANCE WITH DECLARATION**. The Owner is always responsible for Association Assessments, insurance deductibles or any other charge the Board of Directors may direct to the Residential Units, and the compliance by all Occupants (including tenants and subtenants) with the provisions of the Declaration, regardless of whether the Residential

Unit is occupied by the Owner or by a tenant or subtenant, and regardless of any agreement which such Owner may have with any such Occupant, tenant or subtenant.

15. LEVY AND COLLECTION OF ASSESSMENTS. The levy and collection of Assessments for Common Expenses in accordance with Article IX of the Declaration, as amended, shall be governed by the following:

a. The budget year shall be the calendar year, and accordingly, it shall be the duty of the Board of Directors, at least sixty (60) days prior to the end of each calendar year, and at least thirty (30) days prior to the meeting at which the budget shall be presented to the Owners, to prepare a budget covering the estimated costs of operating the Association during the next calendar year.

b. General Assessments shall be levied and payable on a quarterly basis on the first day of each calendar quarter (i.e., January 1, April 1, July 1 and October 1 of each calendar year).

c. General Assessments and Special Assessments which are not paid on or before the tenth (10th) day after the date that they are due, shall be subject to a \$25.00 late payment service charge.

d. The Association has the right to file a notice of lien for unpaid General Assessments and unpaid Special Assessments if any General Assessment or Special Assessment remains delinquent and unpaid for more than sixty (60) days (a "Notice of Lien"). The delinquent Assessment lien may be foreclosed by the Association, and in such event, the Residential Unit against which the lien was filed shall be sold at Sheriffs sale.

e. If the Association retains legal counsel for services rendered with respect to any aspect of the collection of delinquent General Assessments or Special Assessments, the Association shall make a Special Assessment against the delinquent Owner and the delinquent Owner's Residential Unit for the full amount of all legal fees incurred, whether or not formal legal action is brought against such Owner or Residential Unit.

f. If a Notice of Lien for delinquent General Assessments and/or Special Assessments is filed against a Residential Unit, the Association will be obligated to release such lien if and only if the Association is paid the full amount of (1) all delinquent General Assessments and Special Assessments, (2) interest on all delinquent General Assessments and Special Assessments, (3) all late payment service charges, (4) all filing fees and other costs of the Association in connection with the preparation and recording, of the Notice of Lien, and (5) all court costs and attorneys' fees incurred by the Association which are directly or indirectly related to the collection of delinquent General Assessments and/or Special Assessments, including, but not limited to, attorneys' fees and all other

costs for preparing and recording Notices of Liens, foreclosing and/or otherwise enforcing such liens, Releases of Liens, and for all correspondence and communications with the Association and third parties related thereto.

16. OWNER'S OBLIGATION TO PROVIDE INFORMATION TO THE ASSOCIATION. All Owners shall advise the Association in writing of the names, residence addresses (if different from that of the Residential Unit owned) and telephone numbers of all Owners, and all tenants, subtenants and other Occupants; and the name, business address and telephone numbers of all Mortgagees of record on the Residential Unit owned, and all such information provided in accordance herewith shall be updated in writing by each Owner within fifteen (15) days of the date of any change in the information.