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## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VILLAS AT ST. JOHN COMMONS, INC.

St. John  
Lake County, Indiana

To Be Recorded Against and Applied to St. John Commons – Phase 1 (including Outlot A & B), as Recorded as Document Number 2023-000673, and as subject to Phase 2, Recorded as Document Number 2023-012550:

Developed by:

St. John Commons, LLC

GINA PIMENTEL  
RECORDER

2023-027657

STATE OF INDIANA  
LAKE COUNTY

10:38 AM 2023 Sep 27

RECORDED AS PRESENTED

**FILED**

SEP 27 2023

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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- Exhibit A: Legal Description and Recorded Plat of Development Area**
- Exhibit B: Architectural, Building, Land & Landscaping Standards & Restrictions**
- Exhibit C: Articles of Incorporation**
- Exhibit D: Bylaws of Villas at St. John Commons, Inc.**
- Exhibit E: Rules & Regulations**
- Exhibit F: PUD Ordinance 1765**

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## DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS FOR VILLAS AT ST. JOHN COMMONS, INC.

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (“Declaration”) is made this day by **VILLAS AT ST. JOHN COMMONS, INC.**, an Indiana domestic not for profit corporation (hereinafter referred to as “Declarant”);

### RECITALS

1. All capitalized terms used herein shall have the meaning ascribed to them at the first time they are used herein or in the definition set forth in Article I below.
2. Declarant intends to, and by recording this Declaration does, subject and submit to the provisions of this Declaration the Submitted Parcel and legally described on Exhibit A attached hereto. The Development Area is the site of a residential development, which is a part of a Planned Unit Development to the Town of St. John, recorded in the Office of the Recorder, Lake County, Indiana as plat 2023-000673, book 116, page 74, known as St. John Commons – Phase I. Those portions of the Development Area which are not made subject to the provision of this Declaration may be used for any purposes not prohibited by law. Nothing herein shall preclude Declarant from subjecting other property adjacent to or in the vicinity of the Development Area to the provisions of this Declaration.
3. In order to provide for the necessary administration, preservation, maintenance and enhancement of those portions of the Development Area and any other land subject to the provisions of this Declaration, Declarant will form the Association which shall be responsible for the maintenance of the areas described in Article V hereof and each Owner of a Residential Unit which is subject to this Declaration (excluding the Declarant) shall be assessed for his share of the cost thereof by the Association. This Association shall be subject to and part of a Master Homeowners Association combining residential elements of the entire Planned Unit Development known as the St. John Commons, Phase I & II, recorded as plats 2023-000673 and 2023-012550 respectively in the Office of the Recorder, Lake County, IN.
4. Declarant intends by this Declaration to impose upon the portions of the Development Area subject to the provisions of this Declaration mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Submitted Parcel made subject to this Declaration and amendments thereto by the recording of this Declaration. Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the development of the Submitted Parcel, and to establish a method for the administration, maintenance, enhancement, preservation, use and enjoyment of the Submitted Parcel as are now or may hereafter be subjected to this Declaration.

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5. Declarant shall retain certain rights set forth in this Declaration. Prior to the Turnover Date, Declarant shall retain the right to appoint all members of the Board and the right to use the Submitted Parcel for the purposes set forth in Section 17.06 hereof.

**NOW, THEREFORE**, Declarant hereby declares that the real property legally described in Exhibit A and referred to herein as the Submitted Parcel and such additions thereto, referred to herein as Added Property, as may hereafter be made pursuant to Article XVIII hereof, is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, burdens, uses, privileges, charges and liens which shall exist at all times hereafter among all parties having or acquiring any right, title or interest in or to any portion of the Submitted Parcel; which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described Submitted Parcel or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I. DEFINITIONS**

**Section 1.01. "Added Residential Units"** shall mean the Residential Units (or Parcels upon which single-family homes are being completed) comprising the Added Property submitted to the provisions of this Declaration by a Supplemental Amendment in accordance with Article XVIII hereof.

**Section 1.02. "Added Property"** shall mean any portion of the Development Area submitted to the provisions of this Declaration in accordance with Article XVIII hereof.

**Section 1.03. "Assessments"** shall mean Assessments for Common Expenses provided for herein or by any Supplemental Amendment or by any other amendment hereof pursuant to Article XIV hereof which shall be used for the purposes of promoting the health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of the Residential Units against which the Assessment is levied and of maintaining the Residential Units, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Assessment shall be levied equally against Owners of Residential Units for such purposes that are authorized by this Declaration or by the Board of Directors from time to time.

**Section 1.04. "Association"** shall mean and refer to Villas at St. John Commons, Inc., an Indiana corporation, and its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Indiana law. The Association shall be organized and governed in accordance with the Articles of Incorporation, By-Laws and Rules and Regulations, attached hereto as Exhibits C, D, and E, respectively.

**Section 1.05. "Contractor"** shall mean any individual, entity, business or corporation which performs work, repairs, or construction on any lot, property, or residential unit located within the property association.

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**Section 1.06. "Common Area"** shall mean (i) all sidewalks, paved pathways, lawns (subject to use as found in limited common area), landscaping, curbs, stormwater detention/retention area, and water irrigation line improvements located on or within the Submitted Parcel (except sanitary sewer and water main improvement located within a public easement), (ii) the ingress and egress easements shown on the Plat and the improvements therein, (iii) landmark signage with associated landscaping features, identifying Villas at St. Johns Commons, if installed by Developer or the Association, (iv) all personal property owned or controlled by the Association and available for the common benefit and/or use of Owners, including out lot B, and (v) all other improvements located on or within the Submitted Parcel owned or controlled by the Association and available for the common benefit and/or use of the Owners or for the maintenance or management of any part of the Development Area.

**Section 1.07. "Common Expenses"** shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

**Section 1.08. "Community-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Development Area. Such standard may be more specifically determined and set forth by the Architectural Review Committee, or by the Board of Directors.

**Section 1.09. "Declarant"** shall mean St. John Commons, LLC an Indiana domestic for-profit limited liability corporation, its successors and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant as provided in Article XVII hereof.

**Section 1.10. "Developer"** shall mean and refer to St. John Commons, LLC, an Indiana domestic limited liability company, and its successors and assigns.

**Section 1.11. "Development Area"** shall mean the real estate described on Exhibit A hereto with all improvements thereon and any additional real estate, provided only that (a) any portion of the real estate from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion of such real estate shall, at the time of addition to the scheme of this Declaration, be platted as residential lots, (c) said plat of added real estate shall dedicate, or commit to dedicate, the Common Area of said owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association.

**Section 1.12. "Insurance Trustee"** shall mean the Association and its successors, unless the Association shall have appointed another entity as Insurance Trustee pursuant to Section 6.06 hereof.

**Section 1.13. "Limited Common Area"** shall mean the Parcel upon which the Villas are located, which are designated by this Declaration or the plans as being the Limited Common Areas appurtenant to and for the exclusive use of a Villa and their residents/visitors.

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**Section 1.14. "Lot"** shall mean Parcel, the size and dimensions of which are shown on the Plat.

**Section 1.15. "Master Association"** shall mean the St. John Commons Master Association (or assignee), which shall have governing authority over maintenance of Outlots A & B, unless otherwise designated to the Association.

**Section 1.16. "Member"** shall mean and refer to a person or entity entitled to Membership in the Association, as provided herein.

**Section 1.17. "Mortgage"** shall include a deed of trust, as well as a mortgage.

**Section 1.18. "Mortgagee"** shall include a beneficiary or holder of a deed or trust, as well as a mortgagee.

**Section 1.19. "Mortgagor"** shall include the trustor of a deed of trust, as well as a mortgagor.

**Section 1.20. "Occupant"** shall mean and refer to one or more Persons or entities which may at any time be entitled to the use and possession of a Residential Unit, or any part thereof, by leave, license, contract or any other means, whether or not lawful, and shall include, without limitation, Owners, tenants, subtenants, and their guests and invitees.

**Section 1.21. "Owner"** shall mean and refer to one or more persons or entities who hold the record title to any Residential Unit which is part of the Submitted Parcel, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

**Section 1.22. "Parcel"** shall mean a Lot, fee simple title shall be conveyed by deed of the Declarant to each Owner, upon which an attached, single-family home is located or to be located.

**Section 1.23. "Person"** means a natural person, a corporation, a partnership, trustee or other legal entity.

**Section 1.24. "Plat"** shall mean plat of Villas at St. John Commons, an Addition to the Town of St. John, Lake County, Indiana, as per plat thereof, and recorded in Plat Book 116, page 74, Document Number 2023-000673, in the Office of the Recorder of Lake County, Indiana and any real property added to this plat by and through Article XVIII herein, further subject to the St. John Commons Planned Unit Development (**attached hereto in Exhibit A**).

**Section 1.25. "Project"** shall mean the paired villa development area owned by the Declarant and held for development under a common plan for single family homes from time to time.

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**Section 1.26. "Residential Unit"** shall mean one of the Parcels and the attached, single-family home located thereon, which is a part of the Submitted Parcel intended for independent ownership for use and occupancy as a single-family residence. The boundaries of Residential Units shall be the boundary lines of the Parcels of the Submitted Parcel conveyed by Declarant to the Owners. For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of the Town of St. John, Indiana, or other local governmental entity.

**Section 1.27 "St. John Commons, Common Area"** shall mean the designated Common Area shared by all property subject to the St. John Commons Planned Unit Development, as further depicted in **Exhibit G (Including Outlots A & B)**.

**Section 1.28. "Structure"** shall mean any building, driveway, breezeway, playhouse, trampoline, barn or any other building or fixture that is permanent that is not defined as a residential unit as described herein.

**Section 1.29. "Supplemental Amendment"** shall mean a supplement to this Declaration to submit Added Property to this Declaration in accordance with Article XVIII hereof. Such Supplemental Amendment may, but is not required to impose, expressly or by reference, additional restrictions and obligations on the Added Property submitted by that Supplemental Amendment to the provisions of this Declaration.

**Section 1.30. "Turnover Date"** shall mean the date on which the right of Declarant to select and designate all of the members of the Board of Directors is terminated pursuant to Section 17.01 hereof.

## **ARTICLE II. GENERAL RESTRICTIONS**

**Section 2.01. Minimum Building Requirements.** See **Exhibit B** outlining specific building requirements, including but not limited to, minimum building area, setback restrictions, and exterior finish requirements in the development.

**Section 2.02. Television and/or Radio Antenna and Towers.** No freestanding or outdoor television antenna tower, satellite dish or radio antenna shall be erected or used. No antenna should be attached to the residential unit (roof mounted antennas), and no satellite dishes, microwave dishes, or television dishes greater than 24 inches in diameter are permitted on any parcel. Approved dishes cannot be installed on, or be viewed from, the street number side of the home, unless specifically permitted, in writing, by the Declarant or Architectural Review Committee.

**Section 2.03. Air Conditioning Units.** No window or wall unit air conditioners shall be installed without the written consent of the Board.

**Section 2.04. Storage Sheds.** No free-standing structures, detached garages, metal, prefab or steel storage sheds of any kind shall be erected on the property.

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## Section 2.05. Temporary Structures.

- (i) No trailer, basement or incomplete building, tent, shack, garage, barn, motorized home, and any other temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent.
- (ii) Temporary buildings or structures used during the construction of a residential unit shall be on the same lot as the residential unit, and such buildings or structures shall be removed upon the completion of construction. Said buildings or structures must first be approved by the Declarant.
- (iii) No building shall be moved from another location to a parcel in this subdivision. No modular home, log cabin, prefabricated residential unit, steel frame or foam/concrete composite residential unit shall be erected on any parcel. No structure of a temporary nature, and no trailers, tents or accessory buildings shall be used at any time as a residence.

**Section 2.06. Underground Wiring.** No lines or wires for communication or the transmission of electrical current or power shall be constructed, placed or permitted to be placed anywhere in Villas at St. John Commons, Inc. other than within buildings or residential units or attached to their walls, unless the same shall be contained in conduits or approved cable, constructed, placed and maintained underground. This shall not exclude a Member from petitioning the Board of the Association for approval to install an underground invisible fence for canines/pet movement restriction. Said approval shall not be unreasonably withheld, at the discretion of the Board, provided it is located only within the Limited Common Area of the Member.

**Section 2.07. Utility Lines.** Each home has an easement for the construction, installation, repair, maintenance and replacement of any utility or service line constructed on one (1) or more adjoining Lots, which easement shall be appurtenant to the ownership interest of the Villas at St. John Commons, Inc. owner so benefited.

## Section 2.08. Landscaping and Fencing.

- (a) Each residential unit shall be sold with installed landscaping, pursuant to terms authorized within the St. John Commons PUD **Exhibit F**. Thereafter, the Association shall maintain all exterior landscaping. Any changes to the landscaping shall only be conducted with the approval of the Association.
- (b) No fencing will be permitted for any purpose on a parcel, including, but not limited to, chain link fencing of any kind. This provision shall not apply to perimeter fencing provided by the Declarant or the Developer and maintained by the association which is installed as a means of maintaining privacy for the lots on the exterior portion of the development area.

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- (c) Any residential unit erected on any Lot shall connect all footing and sump drainage to the public storm sewer, provided however that downspouts or other roof or surface drainage shall be discharged to the Lot surface and not the storm sewer, provided further, that driveways may drain to the street curb. No downspout, sump pump or other storm or drainage discharges shall be connected or emptied into the sanitary sewers serving the real estate.
- (d) The Developer shall implement all erosion control methods as necessary and required, immediately and continuously.

**Section 2.09. Driveway Requirements.** No residential unit or building erected or placed on any Lot in the development shall be occupied in any manner at any time prior to the installation and construction thereon by the Developer thereof (at the Developer's sole expense), of a poured concrete driveway from the street to the garage. Provided, however, that this requirement may be extended for a period not to exceed one hundred twenty (120) days in the event such building shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway. No exterior parking of mobile home or camper on property shall be permitted.

**Section 2.10. Exterior Color Plan.** The Declarant shall have final approval of all exterior color plans and each Contractor must submit to the Declarant, and then upon the Declarant's resignation to the Architectural Review Committee, a color plan showing the color of the roof, exterior walls, shutters, trim, etc. It shall then be considered the extent to which the color plan conforms with the natural color scheme of and for Villas at St. John Commons, Inc. subdivision. Any substantial deviations from this color scheme must receive written approval of the Board.

**Section 2.11. Parcel Maintenance.** Each Parcel shall at all times be kept in a clean and unsightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any Parcel, except as necessary during the period of construction and in approved containers.

**Section 2.12. Outdoor Play Facilities.** Outdoor play equipment, toys or facilities may be permitted on Lots, subject to Rules & Regulations of the Board.

**Section 2.13. Dog Kennels.** No dog run or kennel shall be permitted on any of the Lots.

**Section 2.14. Discharge of Contaminants.** The discharge or dumping of any harmful chemicals, paper, boxes, metal, wire, junk or other refuse on or in any area shall be prohibited and the cost of removing same shall be borne by the party depositing or causing the same to be deposited thereon. In the event the responsible person or party cannot be determined, then the parcel owner shall be responsible for the removal and cleaning of the parcel. Garbage containers may not be stored outside, unless stored within an enclosed structure.

**Section 2.15. Swimming Pools.** No swimming pools, either above or below ground, shall be permitted on any Parcel.

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**Section 2.16. Awnings.** Awnings shall only be allowed if extended from the rear side of the home, opposite of the platted street.

**Section 2.17. Exterior Appearance.** Developer has approved the site plan and design of the improvements to be constructed on the Lots. Once constructed, no Owner of a Lot may modify, alter, or customize the exterior appearance of the improvement construction on the Lots (with the approval of the Association), provided however, the exterior features of the improvement may be repaired and/or replaced provided that such repair or replacement does not materially change the exterior appearance of such improvement.

**Section 2.18. Grade.** The grade and drainage of the Lots has been established by the Developer. No owner of a Lot shall alter or modify the grade or the drainage of any Lot without the express written approval of the Association.

## **ARTICLE III. PROPERTY RIGHTS**

**Section 3.01 Easements for Utilities, Etc.** Without limiting the generality of the foregoing, there are hereby reserved for the Town of St. John, Indiana, easements across all Residential Units for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on Residential Units, except as may be approved by the Association's Board of Directors or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Submitted Parcel.

**Section 3.02. Ingress and Egress Easements.** The ingress and egress easements are depicted on the Plat.

**Section 3.03. Non-Exclusive Easements.** Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Area:

- (i) Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for use and enjoyment in and to the Common Area subject to the following: (a) right of the Association to pass reasonable rules and regulations relating to such use and enjoyment; (b) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (c) the right of the Association to levy assessments as herein provided, and (d) any and all rights reserved to Declarant, Developer and the Association as herein provided.

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- (ii) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the common area. If any such drainage or utility facilities are not installed or in any easements for such purposes are not created with respect to a Lot, Parcel or Residential Unit or any portion thereof prior to delivery of a Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots, Parcels or Units owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

The Declarant, Developer, Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the common area and any Parcel or Residential Unit to the extent necessary for the purpose of maintaining, repairing and replacing the common area as herein provided or for performing any of their respective obligations herein provided. In any such case, the Declarant, Developer, Association, or any of their agents, employees or independent contractors shall not be guilty of trespass.

**Section 3.04. Residential Restrictions.** The Lots subject to these covenants and restrictions may be used for a single-family villa and no other purpose. Any and all business, trade, or similar activities within the dwelling, so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (ii) the business activity conforms to all zoning requirements; (iii) the business activity does not involve door-to-door solicitation of residents of the Association; (iv) the business activity does not generate a level of vehicular or pedestrian traffic or a number of vehicles being parked which is noticeably greater than that which is typical of dwelling in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Association and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of the other residents.

**Section 3.05 Limited Commons Areas.** Use of the Limited Common Areas shall be the use of the Parcel owner and their invitees/agents only.

## **ARTICLE IV. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**Section 4.01. Membership and Meetings.** Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Residential Unit owned. In the event the Owner of a Residential Unit is more than one (1) person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote for each class of membership applicable to a particular Residential Unit be cast for each Residential Unit.

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The first annual meeting of the Association shall not be held until such time as the rights of the Declarant to appoint directors and to thereby control the Association shall have expired as provided in Section 4.03 of this Declaration or at such earlier time or times as may be determined by the Declarant. The next annual meeting shall be set by the Board of Directors so as to occur no later than ninety (90) days after the closure of the Association's first year. Subsequent annual meetings shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board of Directors. Subject to the foregoing, the annual meeting of the Members shall be held at a date and time as set by the Board of Directors. Subject to the foregoing, the Members shall, at each annual meeting, elect the Board of Directors of the Association in accordance with the provisions of the By-Laws and transact such other business as may properly come before the meeting.

**Section 4.02. Voting.** The Association shall have one (1) class of membership. Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold an interest required for membership by Section 4.01 hereof; there shall be only one (1) vote per Residential Unit. When more than one (1) person or entity holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one (1) person or entity seeks to exercise it.

Any Owner of Residential Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting and that said instrument is subscribed and sworn to before a notary.

The voting rights of Members shall be subject to the Declarant's rights pursuant to the provisions of Article XVII and XVIII hereof.

**Section 4.03. Number, Terms, and Selection of Board of Directors.** The initial Board of Directors shall consist of no more than three (3) directors appointed by the Declarant who may, but need not be, Owners or Members of the Association, and who shall serve those terms of office as established by the By-Laws. The Declarant shall have the right to select and designate the directors, and accordingly therefore the right to operate and control the Association, until the Turnover Date. Thereafter, directors shall be elected as otherwise required by the Articles of Incorporation and By-Laws of the Association and must be Members of the Association.

Notwithstanding any other provision of this Declaration, the Articles of Incorporation, or the By-Laws, from and after the date of the recording of the Declaration until the Turnover Date, the Association shall be governed by the Board of Directors appointed from time to time by Declarant. Such Board of Directors so appointed shall exclusively hold all rights and powers which a Board of Directors or the Association would have under this Declaration, the Articles of Incorporation, or the By-Laws, except as specifically limited herein. Such Board of Directors may appoint from time to time from among the Owners of Residential Units, one or more committees to advise and assist it in the performance of its functions. The rights and powers of such Board of Directors shall be limited as follows:

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- (a) All assessments shall be made in accordance with this Declaration.
- (b) Such Board shall have no power to reallocate the voting power among the Members in any manner contrary to this Declaration.
- (c) Such Board shall not take any action requiring the vote or consent of any Mortgagee unless the vote or consent of such Mortgagee is obtained.

Declarant shall have the right to waive, on behalf of the Association, the annual meeting and annual accounting provided for in this Declaration, so long as Declarant retains control of the Association. At the time of turnover of control by Declarant, a meeting of the Association will be called, at which time the rights and powers of the Declarant appointed Board of Directors shall terminate and the Association shall thereafter be governed in accordance with the other provisions of this Declaration, the Articles of Incorporation and the By-Laws. Each Member shall be deemed to have given to Declarant an irrevocable proxy to vote on any and all matters on which such Member is entitled to vote under this Declaration, or under the Articles of Incorporation or the By-Laws of the Association. The proxy hereby granted to Declarant shall be deemed to be coupled with an interest and irrevocable. Such proxy shall terminate as of the Turnover Date as set forth above.

## ARTICLE V. MAINTENANCE

**Section 5.01. Association's Responsibility.** Unless otherwise provided by an amendment of the Association by a vote of two-thirds (2/3) of the Members (not two-thirds (2/3) of a quorum), the Association's responsibility for maintenance of the Parcels (except for services provided by the Town of St. John) shall be limited to:

- (i) the providing for the grass mowing, fertilizing and landscaping care for each lot (Limited Common Areas) and other common areas, inclusive of general maintenance of the irrigation systems;
- (ii) care, repair, maintenance and replacement of any perimeter fencing installed by the Developer and/or Declarant;
- (iii) the removal of the snow from sidewalks and driveways within twenty-four (24) hours, when accumulation is two (2) inches or more, to provide access to the entry door and garage located within or adjacent to any Residential Unit as defined in Section 1.24 herein;
- (iv) care, replacement, repair, and maintenance of all Common Areas, including but not limited to, maintenance of monument sign & sign lighting, emergency access road, and exterior lamp post lighting as well as other common areas defined in Article I of these covenants; and

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- (v) the right to repair, maintain and replace any sanitary sewer, sanitary service, storm sewer and/or water main service and the Association shall have the right to seek repayment for said repair, maintenance or replacement of the above in this Section 5.01(vi), including costs and attorney fees incurred in the collection of same.
- (vi) Once the building process is substantially completed, and the Developer has made the initial required repairs, all replacement or repair due to normal wear and tear of curbing or sidewalks in front of any parcel shall be at the expense of the Association in accordance with the requirements of the Town of St. John. Any damage done to the curb or sidewalk in front of an Owner's parcel, due to the Owner's negligence shall be replaced or repaired at the expense of the Owner. In the event it becomes necessary for the Association to sue to collect the amount of said repairs to the curbs or sidewalks resulting from an Owner's negligence, the Owner shall be responsible for the payment of the Association's court costs, legal fees and other necessary expenses with recouping the cost of same.

Notwithstanding anything contained in this Section 5.01 to the contrary, the Association shall not be responsible for repair, replacement and/or maintenance of anything which occurred as a result of insured loss. In addition, the Association shall not be responsible for repair, replacement and/or maintenance of any item listed in this Section 5.01 which is not due to normal wear and tear. Any repair, replacement and/or maintenance listed in this Section 5.01 which is not due to normal wear and tear shall be the responsibility of the Owner. Association shall have the right to enter upon any lot within the Villas at St. John Commons, at reasonable times, to perform such maintenance.

**Section 5.02. Owner's Responsibility.** Except as provided in Section 5.01 hereof, the Owner thereof shall be solely responsible for the following:

- (i) exterior overhead door and its maintenance;
- (ii) exterior walls and windows;
- (iii) exterior front door and its maintenance;
- (iv) maintenance, repair and replacement of concrete driveways, patios and concrete service walks from the driveway to the entry door;
- (v) exterior light fixtures, light posts and bulbs, the owner is to maintain the proper function of the dusk to dawn sensor;
- (vi) any repairs or replacement required as a result of damage, wear and tear, age or other casualty to the exterior of the residential unit, including the roof and related structures;

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- (vii) care, repair, maintenance and replacement of brick veneer; and
- (viii) care, repair, replacement of damage to the interior of the residential unit caused by ice damming.
- (ix) To provide the Association with the name, address, phone number and insurance company information and to keep the Association informed of any changes thereto.

## **ARTICLE VI. INSURANCE AND CASUALTY LOSSES**

**Section 6.01. Insurance.** The Association may, but shall not, under any circumstances be obligated to obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for the full replacement cost of all structure/components for which they are liable on the Residential Units, as well as public liability insurance. If the Association elects not to obtain such casualty insurance, then each Owner shall obtain such insurance in accordance with Section 6.02 hereof. All provisions of this Article shall apply to all policy provisions, loss adjustment and all other subjects of all policies of insurance whether such policies are obtained by the Association or the Owners, or both.

The Association, acting through its Board, shall obtain a master casualty policy affording fire and extended coverage insurance insuring the capital assets of the Association in an amount equal to the full replacement value thereof or any improvements located upon the Common Area or reserved easement herein as determined by a qualified property and casualty insurer. The amount shall be determined and the insurance renewed annually.

Each owner shall also obtain a public liability policy covering the Residential Unit owned by such Owner, and shall name the Association as an additional insured for all damages or injury caused by the negligence of such Owner. The public liability policy shall have at least a Five Hundred Thousand Dollars (\$500,000.00) limit per occurrence and a One Hundred Thousand Dollar (\$100,000.00) minimum property damage limit. This sum shall increase at a rate of 3% per year from 2024 forward. This sum shall increase at a rate of 3% per year from 2024 forward, unless otherwise approved in writing by the Board and communicated to all members, which amount shall not be less than the actual replacement value. In addition, each Owner upon request of the Association shall provide a copy of the insurance policy or a certificate to the Association.

Premiums for insurance obtained by the Association shall be a Common Expense of the Association and shall be included in the General Assessment, as defined in Article X. Premiums for insurance obtained by Owners shall be paid by such Owners.

All casualty insurance coverage obtained by the Association or by any Owner shall be for the respective benefitted parties, as further identified in subparagraph b. below. Such insurance shall be governed by the provisions hereinafter set forth.

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- a. All policies shall be written with a company licensed to do business in Indiana and holding a "secure rating" of A or better as reflected in the current A.M. Best Company, Inc. guide, if reasonably available, or, if not available, the most nearly equivalent rating. Additionally, property damage insurance shall be for the full replacement cost.
- b. All policies on Residential Units shall be for the benefit of the Residential Unit Owners and their Mortgagees as their interests may appear. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.
- c. In no event shall any insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants or their Mortgagees.
- d. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the St. John, Indiana area.
- e. The Association's Board of Directors and the Owner shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
  - 1) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents and guests;
  - 2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
  - 3) that no policy obtained by the Association may be canceled, invalidated or suspended on account of any or more individual Owners;
  - 4) that no policy may be canceled, invalidated or suspended on account of the conduct of any Director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee;
  - 5) that any "other insurance" clause in any policy exclude Association and individual Owners' policies from consideration; and

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- 6) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association or the Owner.

**Section 6.02 Other Association Insurance.** In addition to the other insurance required by Section 6.01 hereof, the Board shall also have the authority to and shall obtain, as a Common Expense, the following:

- (a) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in or about the streets, sidewalk and passageways and other areas adjoining the Submitted Parcel and/or with respect to the Association's maintenance obligations set forth in Section 5.01 hereof, in such amounts as the Board shall deem desirable.
- (b) Such workmen's compensation insurance as may be necessary to comply with applicable laws.
- (c) Employer's liability insurance in such amount as the Board shall deem desirable.
- (d) Fidelity bond or bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee of the Association or of any other person handling the funds of the Association, the Board or the Owners in such amount as the Board shall deem desirable, but may not be less than three (3) months Assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association.
- (e) Directors' and Officers' liability insurance, as set forth in Section 15.02 hereof.
- (f) Such other insurance in such reasonable amounts as the Board shall deem desirable.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insurance parties. The premiums for such insurance shall be Common Expenses.

**Section 6.03. Individual Insurance.** By virtue of taking title to a Residential Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all-risk casualty insurance on the Residential Unit and structures constructed thereon as provided for in Section 6.01 hereof, unless the Association carries such insurance, which they are not obligated to do. Each individual Owner further covenants and agrees that in the event of any loss or damage and destruction the proceeds of such insurance shall be used only in accordance with this Declaration. In the event that a residential unit is totally destroyed the individual Owner shall clear the Residential Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. A decision not to rebuild or reconstruct shall under no circumstances relieve or discharge an Owner from the obligation to pay Assessments to the Association. The Association shall be named as additional payee on all such casualty policies and upon request made by the

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Association, all Residential Unit Owners shall provide proof of such insurance to the Declarant or Board of Directors of the Association.

**Section 6.04. Disbursement of Proceeds.** Proceeds of insurance policies shall be paid to the Insurance Trustee to be disbursed as follows:

- a. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs or repair or reconstruction or, in the event no repair or reconstruction is made, shall be disbursed to the affected Owner or Owners and their Mortgagee(s) as their interests may appear. This is a covenant for the benefit of any Mortgagee of a Residential Unit and may be enforced by such Mortgagee.
- b. If it is determined, as provided for in Section 6.02 hereof, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for in Section 6.03a. hereof.

**Section 6.05. Damage and Destruction.**

- a. Immediately after the damage or destruction by fire or other casualty to all or any part of a Residential Unit, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Residential Units. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Residential Units to substantially the same condition in which they existed prior to the fire or other casualty.
- b. Any damage or destruction shall be repaired or reconstructed.. If for any reason either the amount of the insurance proceeds to be paid as repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed an additional sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.
- c. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the Residential Unit shall be restored to its natural state by the Owner or Owners thereof and maintained as an undeveloped portion of the Project by the Association in a neat and attractive condition.

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**Section 6.06. Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against the Owner or Owners of Residential Units affected by such damage or destruction. Additional Assessments may be made in like manner at any time during or following the completion of any repair or construction. If all or any portion of the residential unit is 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 such residential unit in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty.

**Section 6.07. Appointment of Insurance Trustee.** The Association, as Insurance Trustee, shall have the right to appoint any federal or state bank which is qualified to offer trust services to the public as Insurance Trustee hereunder, and upon such appointment shall be relieved of all liability as Insurance Trustee hereunder.

## **ARTICLE VII. NO PARTITION**

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of a Residential Unit or any part thereof, nor shall any person acquiring any interest in any Residential Unit or any part thereof seek any such judicial partition unless the Submitted Parcel has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring title to real property which may or may not be subject to this Declaration.

## **ARTICLE VIII. CONDEMNATION**

Whenever all or any part of a Residential Unit shall be taken (or conveyed in lieu of and under threat of condemnation by the Owner) by any authority having the power of condemnation or eminent domain, each Owner damaged by such condemnation shall be entitled to pursue all available remedies against the condemning authority. Should any property owned or maintained by the Association for common use be affected by the condemnation, the Association shall be entitled to pursue all available remedies against the condemning authority for the damages sustained to such property.

## **ARTICLE IX. RIGHTS, OBLIGATIONS AND POWERS OF THE ASSOCIATION**

**Section 9.01 Personal Property for Common Use.** The Association, through action of its Board of Directors, may acquire, own, lease, hold and dispose of tangible and intangible personal property.

**Section 9.02. Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the operations of the Association, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may be imposed in accordance with Article XIII. The Board shall,

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in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association shall permit the Town of St. John, Indiana, to enforce ordinances on the Submitted Parcel for the benefit of the Association and its Members.

**Section 9.03. Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## ARTICLE X. ASSESSMENTS

**Section 10.01. Creation of Assessments.** There are hereby created assessments, for Common Expenses as may be from time to time specifically authorized or received by the Board of Directors to be commenced at the time and in the manner set forth in Section 10.06 hereof. Assessments shall be allocated equally among all Residential Units within the Association and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agrees to pay these assessments. All such Assessments, together with interest at the rate of twelve percent (12%) per annum on unpaid Assessments, costs, and reasonable attorneys' fees shall be a charge on the Residential Unit and shall be a continuing lien upon the Residential Unit against which each Assessment is made.

Each such Assessment together with interest on unpaid assessments, costs of collection, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Assessment for delinquents; unless the Board otherwise provides, the Assessments shall be paid in two semi-annual installments.

The Association is specifically authorized to enter into subsidy contracts with Declarant or other entities for the payment of some portion of the Common Expenses.

**Section 10.02. Computation of Assessment.** It shall be the duty of the Board, at least sixty (60) days before the beginning of the budget year (the budget year shall be from January 1 through December 31) and thirty (30) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming budget year. Subject to the provisions of Section 10.05 hereof, the budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general expenses. The Board shall cause a copy of the budget, and the amount of the Assessments to be levied against each Residential Unit for the following budget year to be delivered to each Owner at least fifteen (15) days prior to the

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meeting. The budget and the Assessments shall become effective when adopted by the Board of Directors.

Included within the budget shall be the Associations contribution to the maintenance of the St. John Commons, Common Area, Outlot B and Outlot A, which shall be no less sixty percent (60%) of the total cost for maintenance and upkeep of the green areas, blue areas and bike path. The Association shall meet or communicate no less than quarterly with the Master Association, to discuss and agree upon the maintenance required for Outlot B and Outlot A, and the Association's contributions for maintenance related thereto.

Notwithstanding the foregoing, however, in the event the Board fails for any reason so to determine the budget for the succeeding budget year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding budget year.

The Board may not, without the vote or written consent of a majority of the votes of the Association, impose an Assessment per Residential Unit which is greater than one hundred fifty percent (150%) of the amount for the previous fiscal year, except for the Assessment levied for the first time.

Until such time as a budget is prepared the Annual Assessment will be due to the Association in semi-annual payments, paid in advance on the first day of January and first day of July of each year. At closing, the Annual Assessment will be pro-rated to the number of months left in that semi-annual period.

**Section 10.03. Special Assessments.** In addition to the Assessments authorized in Section 10.01, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year, provided, however, that such Special Assessment for any purpose other than as a sanction against an Owner shall have the vote or written assent of fifty-one percent (51%) of a quorum of Members entitled to vote at a meeting called for the purpose. The Association may also levy a Special Assessment as a sanction against any Member to reimburse the Association for costs incurred in bringing a Member and his Residential Unit into compliance with the provisions of the Declaration, the Amendments thereto, the Articles of Incorporation, the By-Laws, and the Rules and Regulations, which Special Assessments may be levied upon the vote of the Board.

**Section 10.04. Lien for Assessments.** When a notice of the lien has been recorded, such Assessment or Special Assessment shall constitute a perfected lien on each Residential Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage or record (meaning any recorded Mortgage or deed of trust with first priority over other Mortgage or deeds of trust) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

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During the period owned by the Association, following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Residential Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged if such Residential Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 10.05. Capital Budget and Contributions.** In the event that the Association becomes the owner of any capital asset, or is charged with the duty for the upkeep, maintenance and repair of a capital asset, the Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected capital contribution, if any, in any amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and Assessment, as provided in Section 10.02 hereof. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget. It is intended the Board shall maintain a capital budget for the repair and replacement of roofs of the Villa Units.

**Section 10.06. Date of Commencement of Annual Assessments.** The annual Assessments provided for herein shall commence as to each Residential Unit on the first day of each year and shall be prorated to the date of conveyance of title to an Owner of said Owner's Residential Unit. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide; but until such time as the Declarant has turned over control of the Association and notwithstanding the above, the assessments shall be due and payable bi-annually January 1 and July 1 each year. The first annual Assessment shall be adjusted according to the number of months then remaining in that budget year.

**Section 10.07. Subordination of the Lien to First Deeds of Trust and First Mortgages.** The lien of the Assessments, including interest, late charges subject to the limitations of Indiana law, and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any bona fide first Mortgage upon any Residential Unit. The sale or transfer of any Residential Unit shall not affect the Assessment or Special Assessment lien. However, the sale or transfer of any Residential Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Unit from lien rights for any Assessments or Special Assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Residential Unit obtains title, his successors and assigns shall not be liable for the share of the Assessments by the Association chargeable to such Residential Unit which became due prior to the acquisition of title to such Residential Unit by such acquirer. Such unpaid share of the Assessments shall be deemed to be Common Expense collectible from all of the Residential Units, including such acquirer, his successors and assigns.

## **ARTICLE XI. ARCHITECTURAL STANDARDS**

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This Article may not be amended without the Declarant's written consent, so long as the Declarant own any land subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition, staking, clearing, excavation, grading and other site work, and no plantings or removal of plants, trees or shrubs outside of any enclosed private courtyard shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Architectural Review Committee has been obtained. The Architectural Review Committee (the "ARC") shall consist of three (3) members, all of whom shall be appointed by the Board of Directors. The ARC shall have exclusive jurisdiction over all modifications, additions or alterations made on or to existing Residential Units and the open space, if any, appurtenant thereto. The original construction of the unit shall be in accordance with the plans and specifications approved by the Declarant.

**Section 11.01. Architectural Standards.** Notwithstanding that it is the Owner's responsibility to maintain and repair the Residential Unit owned by him and/or her, each Owner agrees that they are prohibited from taking any action with regard to the following:

- a. The reconfiguration of any existing structure of a Residential Unit in any manner whatsoever.
- b. 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.
- c. The erection of clotheslines, awnings, or other similar items or devices, except within an enclosed private courtyard in such a manner that they are not visible from any ground level location from the exterior.
- d. The use of window coverings which are deemed by the Board to be a non-neutral obnoxious color appearance when viewed from the exterior of the Residential Unit.
- e. The use of exterior lamp posts not in conformity with the quality and style and location of the original exterior lamp posts installed for the Residential Units by the Declarant in accordance with Section 12.09.
- f. The installation of any storm doors must be approved by the Declarant and/or the Architectural Review Committee.

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 manner as to maintain at all times the uniformity of appearance of such Residential Unit with all others in the community. Notwithstanding anything contained herein to the contrary, no permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be

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construed to limit the right to an Owner to remodel the interior of his residential unit, or to paint the interior of his residential unit any color desired.

**Section 11.02. Architectural, Construction, and Landscaping Standards and Use Restrictions for Residential Units.** No structure or landscaping shall be erected, including exterior remodeling or additions to existing residential units are permitted on any parcel in the subdivision until plans and specifications for that structure have been submitted to and approved in writing by the Declarant until control of the Association is turned over to the property owners and at that time, then approved in writing by the Architectural Control Committee. A structure is defined as any building, pool, driveway, breeze way, pond, kennel, playhouse, trampoline, barn, or any other building or fixture that is permanent.

The committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval by the committee will be presumed, provided that no structure, as previously defined, shall be erected which violates any of the Covenants or restrictions as set forth in this document.

Refusal or approval of plans and specifications by the architectural control committee may be based upon any ground, including purely aesthetic ones.

The architectural control committee reserves the power to make exceptions to these restrictions and covenants as it deems proper.

Whether or not a provision specifically states in any conveyance of any Parcel by the Declarant, its successors or assigns, the owner or occupancy of any Parcel, by acceptance of title thereto or by taking possession, covenants and agrees to adhere to all of the covenants, restrictions, duties, obligations and procedures as set forth in this document.

Neither the Declarant, the architectural control committee, or their respective representatives, or any member thereof, shall be liable for any damage, loss, or prejudice suffered or claimed by any contractor or parcel owner or occupier which submits such a plan or specification on account of:

- (a) Any effects in any plans or specifications submitted, revised or approved in accordance with the following provisions;
- (b) Any structural defects in any work done according to the 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 done pursuant to approved plans, drawings and specifications;
- (e) The development of any property in Villas at St. John Commons, Inc.

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Any person or entity submitting plans or specifications to the Declarant or the architectural control committee, or their representatives, or any member thereof, shall hold them harmless from all damage, loss, or prejudice suffered or claimed by any third party, including attorney's fees incurred.

The architectural review committee shall consist of the Declarant and any persons designated by the Declarant until such time as Declarant no longer serves in such capacity.

During construction on any parcel in the subdivision, the Owner/Contractor of that Parcel shall remove all trash and debris resulting from construction on the Parcel. Each building of a residential unit in the subdivision shall maintain, for each Parcel, a dumpster for all construction debris and mud. All mud shall be removed from the street. The Contractor or Subcontractor will specifically be held responsible for clearing the roadway of all mud and debris placed on the road by any builder, contractor, subcontractor or material man. No debris shall be burned or disposed of on any property in the Association.

During construction each Contractor shall preserve the grade of all other lots in the subdivision. No contractors or subcontractor, agent or employee shall disturb or cause to be disturbed any survey stakes or markers. They further assume liability for any survey work required to re-establish said stakes and markers. No Contractor shall excavate or extract earth by any method for any purpose or change the topography of any lot which materially affects the surface grade or drainage of surrounding lots unless approval is first obtained from the Declarant or architectural control committee or its designated representative. Each contractor shall return adjoining Parcels to their original grades condition, and in particular, shall not remove or add any fill to any lot in Villas at St. John Commons, Inc. without the permission of the Declarant. The Contractor shall be liable for any and all damage to the subdivision property, including, but not limited to, curbs, streets, streetlights and any buried pipes, cable and drainage structures.

All exterior work in the construction of any residential unit, including driveways, shall be completed within nine months from the date of the issuance of the building permit. Extensions of time, for good cause, may be granted by the architectural control committee.

No improvement which has been partially or totally destroyed by fire or other reason, shall be allowed to remain in that state for more than ninety (90) days from the date of such destruction or damage. Extensions of time, for good cause, may be granted by the architectural control committee.

## **ARTICLE XII. USE RESTRICTION**

**Section 12.01. Residential Restrictions.** The Residential Units shall be used only for residential, personal recreational and related purposes as may more particularly be set forth in this Declaration and amendments thereto. No business or professions shall be conducted in any residential unit or accessory building (per town ordinance) as more fully stated in the ordinances of the Town of St. John, except that an Owner may conduct business activities within the dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by

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sight, sound, or smell outside from the dwelling; (ii) the business activity conforms to all zoning requirements; (iii) the business does not involve door-to-door solicitation of residents of Villas at St. John Commons; (iv) the business activity does not generate a level of vehicular or pedestrian traffic of a number of vehicles being parked which is noticeably greater than what is typical; and (v) the business activity is consistent with the residential character of Villas at St. John Commons and does not constitute a nuisance. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provision were a regulation of the Association. The only exception hereto is any model provided by the Declarant to promote the sales of the paired villas.

**Section 12.02. Nuisances.** No nuisances shall be allowed upon any Residential Unit nor shall any use or practice be allowed which would annoy residents or interfere with the peaceful possession and proper use of the residential Units by its residents, or which will obstruct or interfere with the rights of other Owners or the Association. This provision shall not be construed to prohibit or limit the enforcement of any provision of the Declaration which does not constitute a nuisance, or to prohibit the Association from adopting Rules and Regulations prohibiting conduct which does not constitute a nuisance.

In addition, the following shall apply to all Parcels and owners of any portion of a parcel described herein:

- (i) No burning of refuse shall be permitted.
- (ii) The use of any driveway or parking area which may be in front of or adjacent to or part of any parcel as a habitual parking place for campers, trailers, mobile homes, motor boats, sailboats, motor homes or commercial vehicles is prohibited.
- (iii) The term "commercial vehicles" shall include all trucks (3/4 ton or larger), construction equipment and vehicular equipment which bears signs or have printed on the side of said vehicle reference to any commercial undertaking or enterprise. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance. Pick-up trucks (3/4 ton or smaller), with or without a commercial name, shall be an exception to this exclusion. (Reasonable accommodations may be made by the Association as to this requirement).
- (iv) No buildings shall be located or maintained within the utility and drainage easements within the real estate. The removal of such as required by the Town of St. John, Lake County, Indiana, or any public utility or governmental agency shall be at the sole cost and expense of the parcel owner.
- (v) No plants or seeds, harboring or breeding infections plant diseases or noxious insects shall be introduced or maintained upon any part of a parcel.

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- (vi) No Owner shall allow the temperature within the residential unit to fall below the minimum temperature of 60° Fahrenheit.
- (vii) Trash, garbage, or other waste shall be stored in sanitary closed containers, which shall be kept inside buildings/garages, or otherwise stored out of sight from the roadway, if hidden via Association approved structure or landscaping fence.

**Section 12.03. Immoral, Improper, Offensive and Unlawful Uses.** No immoral, improper, offensive or unlawful use shall be made of any Residential Unit nor any part thereof and all laws, zoning ordinances and regulations of all governmental bodies regarding the maintenance, modification or repair of Residential Units shall be the same as provided in Article IV hereof.

**Section 12.04. Uses Affecting Insurance Rates.** An Owner shall not permit or suffer anything to be done or kept in a Residential Unit which will increase the insurance rates on any adjacent Residential Unit.

**Section 12.05. Signs and Other External Items.** No Owner shall display any sign, advertisement or notice of any type on the exterior of a Residential Unit and no Owner shall erect any exterior antennae, aerials or awnings upon any Residential Unit, except within an enclosed private courtyard. This provision shall not prohibit the Declarant from advertising the model home or sales office.

**Section 12.06. Animals.** Pets have the potential to create significant nuisance problems within the Association. Each Owner shall be responsible for controlling all pets and preventing such pets from becoming an annoyance or nuisance disturbing the quiet enjoyment of any other Owner. Each Owner shall be responsible to clean up after their pet(s). Specific rules, regulations, and requirements furthering implementing this provision (including the banning of individual animals, types or specific breed) may be adopted by not less than three-quarters (3/4) of the Villas at St. John Commons, Inc. Owners. Written notice shall be binding upon and enforceable by the Association and any Villas at St. John Commons, Inc. Owner against all Lots.

The following breeds are prohibited within the Association: Pit bull terriers, Rottweilers, Chows, or any dog with lineage thereof. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for any commercial purpose. No Owner may have more than three (3) dogs and/or cats combined.

Notwithstanding anything contained herein to the contrary, the Association may impose a special assessment against any Parcel Owner for repairs or replacements required to be made to the exterior of the unit or the landscaped areas as a result of damage created by the Owner's animal.

No animals shall be allowed to run loose at any time and no dog shall be allowed to continuously bark, yelp, whine or howl by the Owner of any Parcel in any Residential Unit. All pets shall be leashed. Owners to be responsible for fecal matter cleanup and may be assessed fines upon repeat violations.

**Section 12.07. Vehicles.** No recreational vehicles, motor homes, boats, boat trailers, recreational equipment and trailers or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Parcel for more than 48 hours each month,

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nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Parcel, except within a fully enclosed building and totally isolated from public view. No roadways in the Development shall be used for habitual parking of private or commercial vehicles, boats or trailers.

**Section 12.08. Mailboxes.** The Declarant shall select and designate mailbox for each Unit. The Association shall cause such bank mailboxes to be maintained and/or replaced, if necessary, at the Association's expense.

**Section 12.09. Exterior Lamp Posts.** The Declarant shall adopt, designate and install a standard exterior post light for the Development and will designate a location for each such exterior post light. The Association shall cause such standard exterior post light to be maintained and/or replaced, if necessary, at the Association's expense. Exterior post lights shall be illuminated from dusk to dawn unless the Association shall provide otherwise by rule or regulation. No exterior post light, other than the post light approved by the Declarant or landscape lighting shall be installed in the front yard of any Residential Unit.

**Section 12.10. Flag Poles.** Flag poles are not permitted anywhere on property. American flags are permitted to be hung on holidays and other proper occasions deemed proper by the Declarant and Board of Directors.

## **ARTICLE XIII. ENFORCEMENT**

Each Owner and Occupant of a Residential Unit shall be governed by and shall comply with the terms of this Declaration and the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association adopted pursuant thereto as they may be amended from time to time. A default or violation by an Owner or Occupant of a Residential Unit shall entitle the Association or any other Owner or Owners to the following remedies:

### **Section 13.01. Authority and Administrative Enforcement and Procedures.**

- a. **Authority.** Residential Units shall be used only for those uses and purposes set out in this Declaration, and subject to the covenants and restrictions set forth herein, and in the By-Laws and Rules and Regulations of the Association. The Board of Directors shall have the power and authority to impose reasonable Special Assessments in accordance with Section 10.03 hereof, which shall constitute a lien upon the Owner's Residential Unit and to suspend an Owner's right to vote, and to approve other appropriate sanctions in the event that it is determined in accordance with this Article XIII that an Owner or Occupant has violated any provision of this Declaration, the By-Laws, or the Rules and Regulations as duly promulgated.
- b. **Procedure.** The Board of Directors shall not impose a Special Assessment as a sanction, suspend the right to vote, or infringe upon any other rights of an Owner or Occupant for any such violations unless and until the following procedure is followed:
  - (1) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (a) the alleged violation; (b) the action

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required to abate the violation; and (c) a time period, not less than ten (10) days, during which the violation may be abated without further sanction.

(2) Notice. If the violation continues past the period allowed in the demand for abatement without sanction, the Association shall serve the violator with written notice of a hearing. The notice shall contain: (a) the nature of the alleged violation; (b) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice; (c) an invitation to attend the hearing and produce any statements, evidence and/or witnesses in his/her behalf; and (d) the proposed sanction to be imposed.

(3) Hearing. The hearing shall be held in executive session by the Board of Directors pursuant to the notice affording the violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, the invitation to be heard, the written result and statements of the sanction shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting.

c. **Sanctions.** The Board of Directors' power and authority to impose sanctions shall be governed by the following provisions:

(1) All Special Assessments imposed upon a violator under this Article shall bear a reasonable relationship to the violation, considering all the circumstances which may include, but shall not be limited to, the following:

(a) The actual costs and expenses incurred by the Board of Directors and the individual directors in the exercise of the power and authority under this Article XIII, and in otherwise attempting to remedy the violation.

(b) The amount of actual damage done to other Owners and Occupants and/or their residential Units and/or to the Association arising out of the violation or the efforts to remedy the effects of same.

(c) The amount which would be reasonably required to compensate the Association for the disruption of and inconvenience to the community, the Association or any Member thereof, or Occupant of a Residential Unit.

(d) The extent to which the violation is or was flagrant, and the extent to which the violator cooperated or hindered in any effort to remedy the violation.

(2) All Special Assessments amounts imposed hereunder as a sanction shall be deemed to be a part of the Assessment attributable to the Residential Unit occupied by the violator, and shall be assessed against said Residential Unit and its Owner as a Special Assessment to be due and payable on the date that the next Assessment

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payment would be due, and any such special Assessments which are not paid as of that date shall become a lien on such Residential Unit, and shall be collected and enforced in the same manner as Assessments.

- (3) Nothing herein contained shall be construed as granting to the Board of Directors the power or authority to impose such a Special Assessment which is punitive in nature, or to suspend an Owner's right to vote, unless the Board of Directors finds, by specific special findings of fact in accordance with the foregoing procedure, that the violator's conduct was willful, malicious, oppressive and outrageous in nature. Said special findings of fact shall specifically set forth all facts and circumstances.
- (4) All other sanctions imposed shall be reasonably related to the violation found.
- (5) The decision of the Board of Directors made in accordance with the foregoing procedures shall be final.

**Section 13.02. Legal Remedies.** In addition to the administrative remedies set forth in Section 13.01 hereof, the legal remedies may include, without limiting the same an action to recover sums due for damages, injunctive relief, foreclosure of lien, an action to enforce the sanctions imposed by administrative procedure, or any combination thereof. The prevailing party shall be entitled to recover the costs of any legal proceeding including reasonable attorneys' fees.

**Section 13.03. No Waiver of Rights.** The failure of the Association or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations or by law shall not constitute a waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

**Section 13.04. No Election of Remedies.** All rights, remedies and privileges granted to the Association or any Owner pursuant to any terms, provisions, covenants or conditions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations or by law shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges.

## ARTICLE XIV. AMENDMENT

The Declaration and the Articles of Incorporation, By-Laws, and Rules and Regulations may be amended in the following manner:

**Section 14.01. Declaration.** Subject to Article XVI and Article XVII, amendments to the Declaration shall be proposed and adopted as follows, provided, however, that no amendment may revoke, remove, or modify any right or privilege of the Declarant, without the Declarant's written consent.

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- a. **Notice.** Notice of the subject matter any proposed amendment shall be included in the Notice of any meeting of the Board of Directors or Owners at which any proposed amendment is to be considered.
- b. **Resolution.** Except as provided in subparagraph d. hereof, a resolution to amend the Declaration may be adopted by the affirmative vote of not less than three-fourths (3/4) of the Members (not three-fourths (3/4) of a quorum), at any regular or special meeting of the Members called and held in accordance with the By-Laws; provided, however, that any such amendment must also be approved and ratified by not less than three-fourths (3/4) of the Board of Directors (not three-fourths (3/4) of a quorum). Unless otherwise expressed by the Association in writing, First Mortgagees are not eligible nor required to consent to any amendments herein. If a First Mortgagee is deemed eligible and/or required to consent to any amendments to this document, such consent shall be in accordance with Ind. Code §32-25.5-3-9 as amended from time to time.
- c. **Recording.** The amendment shall not be effective until a certified copy thereof is recorded in the Office of the Recorder of Lake County, Indiana. A copy of any such amendment shall also be sent to each Owner and his Mortgagee by registered or certified mail; provided, however, the mailing of such amendment shall not constitute a condition precedent to the effectiveness of such amendment.
- d. **Amendments by Declarant.** Notwithstanding any other provision of the Declaration, and in addition to any other right to amend elsewhere set forth herein, the Declarant alone may amend this Declaration, or the Articles of Incorporation, By-Laws, and Rules and Regulations, without the consent of the Owners, the Association, the Board of Directors or any Mortgagee, or any other Person, (1) to correct scrivener's errors, minor defects or omissions, or (2) to comply with the requirements of Indiana law, or (3) to comply with the requirements of any governmental agency, public authority, or title insurance company, or (4) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration 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 each sell, insure or guarantee first mortgages covering Residential Units, (5) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering residential units, or (6) to add portions of the Development Area to the Submitted Parcel by Supplemental Amendment pursuant to Article XVII hereof. This subparagraph d. shall constitute an irrevocable special power of attorney to Declarant on behalf of all Owners, Mortgagees, and any and all other persons having an interest of any kind in the Submitted Parcel, for so long as Declarant and it shall become effective upon the recording of a copy thereof in the Office of the Recorder of Lake County, Indiana. A copy of such amendment shall also be sent to all Owners and their Mortgagees in the manner provided in subparagraph c. hereof.

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- e. Any Amendment, whether done by virtue of Section (b.) above or Section (d.) above, must be approved by Villas at St. John Commons, Inc. or its successors or assigns and must not conflict with the St. John Commons Planned Unit Development.

**Section 14.02. Articles of Incorporation, By-Laws, and Rules and Regulations.** The Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall be amended in the manner provided by such documents or by law.

## **ARTICLE XV. GENERAL PROVISIONS**

**Section 15.01. Term.** The covenants and restrictions of this Declaration shall run with and bind the Submitted Parcel, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Residential Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding and the beginning of each successive period often (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

**Section 15.02. Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action suit or other proceeding, (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors or officers, unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include an indemnification against all costs and expenses (including, but not limited to attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board of Directors, there is not reasonable grounds for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer. Any right to indemnification provided for herein shall be not exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and

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officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**Section 15.03. Perpetuities.** If any of the covenants, conditions, restrictions, easements or other provisions of this Declaration shall be unlawful, void or voidable for violation after the death of the last survivor of the now living descendants of Joe Biden, President of the United States.

**Section 15.04. Re-recording of Declaration.** If at any time or times the Board shall deem it necessary or advisable to re-record this Declaration, or any part thereof, in the Office of the Recorder of Lake County, Indiana, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained, it shall subject the matter to a meeting of the Members of the Association called upon not less than ten (10) days notice, and unless at such meeting at least two-third (2/3) of said Members shall vote against such re-recording; the Board shall have and is hereby granted, power to so re-record this Declaration or such part thereof, and such re-recording shall be binding upon all Owners or any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the re-recorded document executed and acknowledged by each of them.

**Section 15.05. Restrictions, Conditions, Covenants, Liens and Charges.** Each Grantee of Declarant, by taking title to a Parcel and each Purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Parcel as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

**Section 15.06. Enforcement of Covenants.** Declarant and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to present the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Parcel any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Article XIII hereof) from Declarant or the Association to the Owner of any such Parcel, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and the Owners to enforce any of the covenants or obligations herein

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provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

**Section 15.07. Special Amendment.** Declarant hereby reserves the right and power to record a special amendment (hereafter referred to as "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, 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 grant first mortgages encumbering any Lot, Parcel or Unit, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereof. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be, said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, Parcel or Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Article XVII hereof, the right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Lot, Parcel or Unit.

**Section 15.08. Ownership Under a Trust.** In the event title to any Parcel is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Parcel remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot, Parcel or Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Parcel and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Parcel.

## **ARTICLE XVI. MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first Mortgages on Residential Units. To the extent applicable, necessary, or proper, the provisions of this Article XVI apply to both this Declaration and to the By-Laws of Villas at St. John Commons,

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Inc. Where indicated, these provisions apply only to “Eligible Holders,” as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

**Section 16.01. Notices of Action.** An institutional holder, insurer, or guarantor of a first mortgage, who provides written request (such request to state the name and address of such holder, insurer or guarantor and the Residential Unit address), to the Association (thereby becoming an “Eligible Holder”), will be entitled to timely written notice of:

- a. any proposed termination of the Association;
- b. any condemnation loss or any casualty loss which affects a material portion of the Submitted Parcel or which affects any Residential Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
- c. any delinquency in the payment of Assessments or charges owed by an Owner of a Residential Unit subject to the Mortgage of such Eligible Holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;
- d. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- e. any proposed action which would require the consent of Eligible Holders, as required in Section 16.02 hereof.

**Section 16.02. Mortgagee’s Rights Respecting Amendments to the Declaration.** To the extent possible under Indiana law, and notwithstanding the provisions of Article XIV, any amendment of a material nature must be approved by Eligible Holders representing at least fifty-one percent (51%) of the votes of Residential Units that are subject to Mortgages held by Eligible Holders. An amendment to any of the following shall be considered material:

- a. voting rights;
- b. Assessment, Assessment liens, or subordination of Assessment liens;
- c. reserves for maintenance, repair and replacement of the Common Areas;
- d. responsibility for maintenance and repairs;
- e. boundaries of any Residential Unit;
- f. expansion of the Development Area (to include real estate not described in Exhibit “A” or not adjacent thereto nor in the vicinity thereof);
- g. insurance or fidelity bonds;

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- h. imposition of any restrictions on an Owner's right to sell or transfer his or her Residential Unit;
- i. restoration or repair of the Submitted Parcel (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;
- j. any action to terminate the legal status of the Submitted Parcel after substantial destruction or condemnation occurs, provided, however, that any action to terminate the legal status of the Project for reasons other than substantial destruction or condemnation shall require the consent of Eligible Holder's representing sixty-seven (67%) percent of the votes of Residential Units; or
- k. any provisions that expressly benefit mortgage holders, insurers or guarantors.

**Section 16.03. Special FHLMC Provision.** So long as required by FHLMC, the following provisions apply in addition to and not in lieu of the foregoing two sections of this Article. Unless two-thirds (2/3) of the Mortgagees or Owners give their consent, the Association shall not:

- a. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer);
- b. change the method of determining the obligations, Assessments, dues or other charges which may be levied against the Owner;
- c. by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of any Common Area;
- d. fail to maintain fire and extended coverage insurance, as required by this Declaration; or
- e. use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such.

The provisions of this Section 16.03 shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

**Section 16.04. Mortgagee's Right to Care.** First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for any Common Area, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

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## ARTICLE XVII. DECLARANT'S RIGHTS

**Section 17.01. Control by Declarant.** Notwithstanding any of the other provisions of this Declaration or the By-Laws to the contrary, and in addition to any other right or privilege given or granted or reserved to Declarant under this Declaration, the first and all subsequent Board of Directors shall consist solely of three (3) individuals designated by Declarant, which individuals may but need not be Owners or Members until the first to occur of any of the following (the "Turnover Date"):

- (a) Thirty (30) days after Declarant has conveyed to purchasers for value all of the Residential Units proposed for the Development Area; or
- (b) The expiration of seven (7) years from the date of the recording of this Declaration; or
- (c) The date on which the Declarant elects to terminate its sole control by the delivery of written notice of such election to the Owners.

**Section 17.02. Absence of Warranty.** The Declarant specifically disclaims any warranty or representation in connection with the Submitted Parcel or Development Area or this Declaration except as specifically set forth herein; and no Person shall rely upon any warranty or representation not specifically set forth therein. Any estimates of Assessments are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

**Section 17.03. Assessment Exemption.** Declarant shall be exempt from any Assessment levied by the Association on any or all Residential Units owned by the Declarant and/or Declarant's designee, Villas at St. John Commons, LLC, which are unoccupied and offered by the Declarant for sale.

**Section 17.04. Right to Amend Declaration.** The Declarant shall have the right to amend the Declaration, and the Articles of Incorporation, By-Laws, and Rules and Regulations, in accordance with Section 14.01(d) hereof.

**Section 17.05. Transfer of Rights.** Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is a written instrument signed by the Declarant and duly recorded in the Office of the Recorder of Lake County, Indiana.

**Section 17.06. Declarant's Reserved Rights and Easements.** Notwithstanding any provisions herein to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel, for the benefit of the Declarant, its successors, and assigns over, under, in, and/or on the real estate and any portion of the Development Area which becomes part of the Submitted

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Parcel, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, maintenance, repair, replacement, use and enjoyment and/or otherwise dealing with the Submitted Parcel and Development Area. The reserved easement shall constitute a burden on the title to all or any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel and specifically includes, but is not limited to:

- (1) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in all or any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel; and the right to tie into any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel with driveways, parking areas, streets, and drainage systems; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel, and in connection therewith the right to store construction equipment and materials in appropriate areas in areas owned by Declarant without payment of any fee or charge whatsoever; and
- (2) the right to construct, install, replace, relocate, maintain, repair, use and enjoy model units, parking spaces, signs, lighting, construction officers, business offices and sales offices as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction of improvements and sale of units in all or any portion of the Submitted Parcel and Development Area;
- (3) no rights, privileges, and easements granted or reserved herein shall be merged into the title of any Residential Unit within the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit claim deed from Declarant releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel.

This Section 17.06 may not be amended without the advance written consent of Declarant.

## **ARTICLE XVIII. ANNEXATION OF ADDITIONAL PROPERTY**

**Section 18.01. Annexation Without Approval of Membership.** As the Owner thereof, or if not the Owner, with the Consent of the Owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time until the end of the tenth (10<sup>th</sup>) year after the recording of this Declaration, to annex, submit and subject to the provisions of this Declaration, all or any part of the Development Area, or other property adjacent to or in the vicinity of the

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Development Area, including but not limited to the property described in Exhibit "A", by recording an amendment to this Declaration ("Supplemental Amendment") as hereinafter provided. For the purposes of this Article, any portion of the Development Area which is made subject to this Declaration by a Supplemental Amendment shall be referred to as "Added Property"; and any Residential Units (or Parcels upon which attached, single-family villas are being completed) in the Added Property shall be referred to as "Added Residential Units". Added Property may be made subject to the Declaration at different times and there is no limitation on the order in which Added Property may be made subject to this Declaration. There is no limitation on the location of improvements which may be made on the Added Property and no particular portion of the Development Area must be made subject to this Declaration.

**Section 18.02. Power to Amend.** In furtherance of the foregoing, Declarant reserves the right to record a Supplemental Amendment, at any time and from time to time prior to ten (10) years from the date of recording hereof, which amends those portions of this Declaration necessary to reflect the Added Property and the effect of the Added Residential Units.

**Section 18.03. Effect of Amendment.** Upon the recording of a Supplemental Amendment by Declarant which annexes and subjects Added Property to this Declaration, as provided in this Article, then:

- (a) The restrictions, conditions, covenants, reservations, lien, charges, rights, benefits, and privileges set forth and described herein shall run with and bind the Added Property (including Added Residential Units) and inure to the benefit of and be the personal obligation of the Owners of Added Residential Units in the same manner, to the same extent, and with the same force and effect that this Declaration applies to the Submitted Parcel and Owners of Residential Units which were initially subjected to this Declaration.
- (b) Every Person who is an Owner of an Added Residential Unit shall be a Member of the Association on the same terms and subject to the same qualifications and limitations as those Members who are Owners of Residential Units.
- (c) Each Owner of an Added Residential Unit shall pay the same monthly Assessment as the Owner of an existing Residential Unit; provided, however, the Owner of an Added Residential Unit shall not be required to pay any installment of a Special Assessment levied to cover a deficit under a prior year's budget.
- (d) The amount of the lien for Assessments, charges or payments levied against an existing Residential Unit prior to the recording of the Supplemental Amendment shall not be affected.

Such Supplemental Amendment shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Amendment unless otherwise provided herein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege and option to annex such Added Property which is herein reserved to

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Declarant, provided that such transferee or assignee shall be the Developer of at least a portion of such Added Property and that such transfer is memorialized in a written, recorded instrument.

**Section 18.04. Amendment.** This Article XVIII shall not be amended without the written consent of Declarant, so long as the Declarant owns any portion of the Development Area.

**Section 18.05. Annexation of Common Areas.** If, at any time pursuant to this Article XVIII, property is annexed adjacent to or in the vicinity of the development area, including but not limited to the property described in Exhibit "A" and said property includes common area, then it shall be the responsibility of the Association to maintain, repair and replace any part of the common area, including but not limited to any retention or detention ponds.

## **ARTICLE XIX. SEVERABILITY OF INVALID OR UNENFORCEABLE PROVISIONS**

**Section 19.01. Severability of Invalid or Unenforceable Provisions.** If any term, covenant, provision, phrase or other element of this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other terms, covenant, provision, phrase or other element of this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations.

If any part of this Declaration, or any term, covenant, provision, phrase or other element, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Indiana, then the said laws shall be deemed controlling and the validity of the remainder of the Declaration and the application of any other term, covenant, provision, phrase or other element in other circumstances shall not be affected thereby.

## **ARTICLE XX. LIMITATION ON DECLARANT'S LIABILITY**

**Section 20.01 Limitation on Declarant's Liability.** Notwithstanding anything to the contrary herein, it is expressly agreed, and such Owner, by accepting title to a Residential Unit and becoming an Owner acknowledges and agrees that neither Declarant (including without limitation any assignee of the interest of Declarant hereunder) nor any members of Declarant (or any member, partner, officer, director or shareholder in any such assignee) shall have any liability, personal or otherwise, to any Owner or other person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration except, in the case of Declarant (or its assignee), to the extent of its interest in the Submitted Parcel; and, in the event of a judgment no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor.

## **ARTICLE XXI. CAPTIONS**

**Section 21.01. Captions.** Captions used in this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations are inserted solely as a matter of convenience and

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shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations.

## ARTICLE XXII. BINDING EFFECT

**Section 22.01. Binding Effect.** This Declaration shall be binding upon and inure to the benefit of each Owner, its successor, grantees, assigns and the legal representatives thereof.

## ARTICLE XXIII. MISCELLANEOUS

**Section 23.01. Notices.** Any notice required to be sent to any Owner under provision of this Declaration shall be deemed to have been properly sent when mail, postage paid, to the last known address of the person who appears as owner on the records of the Lake County Auditors official property tax records at the time of such mailing.

**Section 23.02. Severability.** Invalidation of any of one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 23.03. Usage.** Whenever used the singular shall include the plural in singular and the use of any gender shall include all genders.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Declarant, Brad M. Lambert, has caused this Instrument to be signed as of this 27 day of September, 2023.

Villas at St. John Commons, Inc

Brad M. Lambert  
Brad M. Lambert, President

STATE OF INDIANA, COUNTY OF LAKE ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 26 day of Sept., 2023, personally appeared: **Brad Lambert** and acknowledged the execution of the foregoing document and exhibits. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Commission Number: 712363  
My commission expires: 4-14-26 Signature Lisa M. Kmetz  
Resident of Lake County Printed LISA M. KMETZ, Notary Public



This instrument prepared by: NATHAN D. VIS, Attorney at Law, ID No. 29535-45  
VIS LAW, LLC, P.O. Box 980, Cedar Lake, IN 46303

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.

Nathan D. Vis  
Signature

[Signature]  
Printed Name

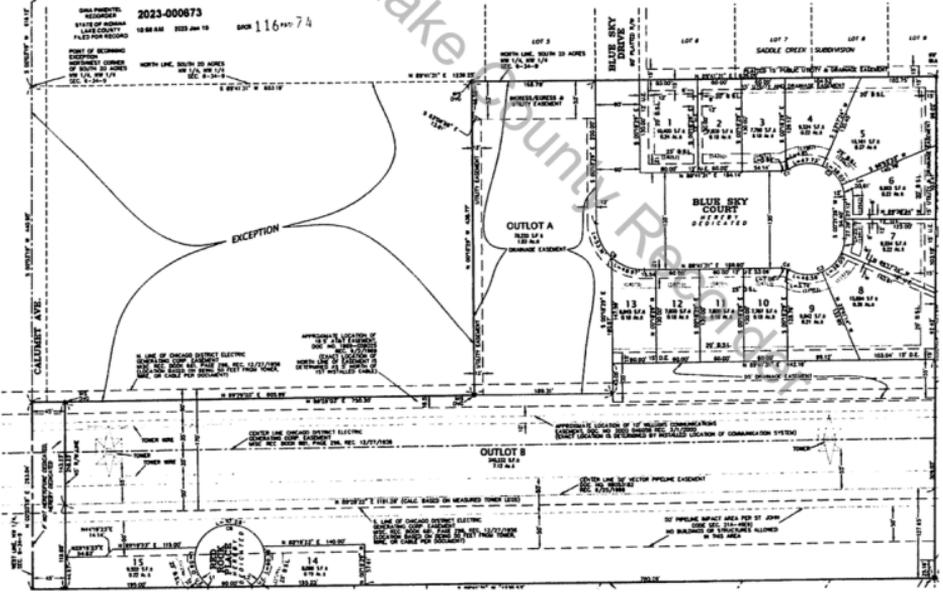
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## EXHIBIT A

Legal Description & Recorded Plat  
ST. JOHN COMMONS, PHASE 1

THE SOUTH 20 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA. EXCEPTING THE FOLLOWING:  
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH 00 DEGREES 03 MINUTES 19 SECONDS WEST, 616.12 FEET ALONG THE WEST LINE OF LAST SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE SOUTH 20 ACRES OF LAST SAID QUARTER-QUARTER AND THE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 19 SECONDS WEST, 440.98 FEET ALONG SAID WEST LINE;  
THENCE NORTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, 605.99 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 29 SECONDS WEST, 438.77 FEET TO THE NORTH LINE OF SAID SOUTH 20 ACRES; THENCE SOUTH 89 DEGREES 41 MINUTES 31 SECONDS WEST, 603.19 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 13.89 ACRES, MORE OR LESS.

### ST. JOHN COMMONS - PHASE 1 A PLANNED UNIT DEVELOPMENT TO THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA



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## EXHIBIT B

### ARTICLE I

#### GENERAL PURPOSES OF THIS DECLARATION

This real estate is subject to the Covenants to insure proper use and appropriate development and improvements of the **Villas at St. John Commons** heretofore described; to protect each and every Owner of any part of the Villas at St. John Commons covered by these Covenants herein against such use as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of that part of St. John Commons described herein, and the use enjoyment of the property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; and in general to provide adequately for a type of quality of improvement in the part of St. John Commons described herein consistently with these Covenants. The provisions herein contained are for the mutual benefit and protection of the Owners, present or future, of any and all lots in that part of St. John Commons described herein, their respective legal representatives, heirs, successors, grantees, and assign.

### ARTICLE II

#### GENERAL RESTRICTIONS

**Section 2.01. LAND USE** Each individual home shall be located on a numbered Lot. In no case shall a single Unit be constructed on multiple lots. All lots shall be used for single family residential dwellings only. All homes will have a private garage containing no less than two (2) parking spaces for the sole use of the Owners or occupants of the dwelling. Said garages shall not be used for rental purposes. Once the Developer transfers legal title of a numbered Lot from itself to an Owner, no further re- subdivision shall be permitted and no Lot Owner shall provide access over and across said Lot to any other real estate without the express written permission of the Developer or its designated representative.

**Section 2.02. DWELLING SIZE.** The ground floor coverage and/or living area as hereinafter defined of the dwellings, exclusive of attached garages, open terraces, porches and breeze ways, shall be as follows:

One-Story Dwelling with Basement or Crawl Space - Not less than one thousand three hundred eighty-five (1,300) square feet of ground coverage.

One-Story Dwelling built on Slab - Not less than one thousand three hundred eighty-five (1,300) square feet of ground coverage.

A One-Story Dwelling is defined as a dwelling having all living area on one (1) floor. The foundation may be a basement, crawl space or a slab. The living space floor level is at or slightly above the exterior grade level.

One and One-Half and Two-Story Dwellings are not permitted. Bi-level, tri-level and quad-level homes are not permitted.

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All dwellings shall be built on a basement, crawl space or slab. All structures shall be required to have at least a two-car attached garage, which garage, as indicated above, shall not be considered when computing the total square footage requirements.

**Section 2.03. ARCHITECTURAL CONTROL.** Architectural control of the site plan, design, and style of the house and/or associated structures, and approval of all plans for the limited purpose of assuring compliance with these covenants shall be required prior to the construction of any dwelling or structure. This approval shall be by the Architectural Review Committee to be designated by the Developer. Home styles shall be compatible with the neighboring homes and the contour of the land. No existing building or structure shall be moved to any lot in the subdivision. No temporary structures or mobile homes shall be allowed.

A written copy of all plans and all specifications shall be submitted to the Architectural Review Committee, and subject to its written approval. Approval or disapproval shall be given in writing within ten business (10) days after receiving complete plans and specifications. In the event written approval or disapproval is not obtained within ten business (10) days after submission of complete plans and specifications, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, formal approval will not be necessary, however, compliance with the terms of the Covenants contained herein shall still be required. The construction of any residential structure must be commenced within twelve (12) months from the date of the closing of the purchase of the lot and the construction will be completed within six (6) months weather permitting from the date of the commencement of construction. Architectural Review Committee may extend the time of completion if, in its opinion, weather or other conditions have contributed significantly to the delay. During the construction, no unnecessary building material, piles of fill or piles of trash shall be permitted to accumulate. No improvements which have been partially or totally destroyed by fire or otherwise, shall be allowed to remain in such state for more than one (1) month from the time of such destruction or damage. The Architectural Review Committee may extend this allotted time if a written request is submitted presenting extenuating circumstances for allowing a partially or totally destroyed home to remain in such state.

After all lots have been built upon, or at such earlier time as the Architectural Review Committee deems appropriate, the architectural control of the subdivision shall be vested with and continued by a simple Majority of the Lot Owners granting approval, thereby turning over complete architectural control to the property Owners themselves, and Developer and Architectural Review Committee shall thereupon be relieved and discharged from all such duties so assigned. Neither the Lot Owners, nor any agent(s) thereof, nor the Developer, nor the Architectural Review Committee shall be responsible in any way for the defects in plans, specifications, or other material submitted to it, or for any defects in any work done accord thereto.

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## Article III

### DESIGN RESTRICTIONS

**Section 3.01. BRICK OR STONE.** Each dwelling shall have a front exterior of at least fifty percent (50%) stone or brick masonry unless the dwelling is designed architecturally to fit the surroundings and the plans and specifications are initially approved in writing by the Architectural Review Committee.

**Section 3.02. ADDRESS STONE.** Each dwelling shall have an address stone located on the front of the dwelling.

**Section 3.03. WINDOWS.** All window frames installed on the improvement constructed upon the real estate shall be made of wood, vinyl clad wood, and metal clad wood or PVC. All metal type windows are not permitted.

**Section 3.04. ROOF PITCHES.** Roof pitches are to be a minimum of 6/12.

**Section 3.05. ROOF SHINGLES.** Approved roofing materials include fiberglass composite dimensional shingles, asphalt dimensional shingles, and wood shakes.

**Section 3.06. APPEARANCE.** All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.

**Section 3.07. EXTERIOR SIDING.** Approved siding material for exterior shall be LP SmartSide or fiber cement board siding. No vinyl siding or cedar siding shall be permitted.

**Section 3.08. EXTERIOR LIGHTS.** Each home shall have a minimum of two (2) exterior lights one on each side of the garage door.

**Section 3.09 MAILBOXES.** Mailboxes will be placed per Post Office General. Uniform mailboxes will be supplied by the developer. Mailboxes may be a fabricated metal "bank" of individual keyed boxes in a single location.

**Section 3.10. DRIVEWAYS.** All driveways are to be of poured concrete with standard broom finish and "false curb" jointing. Colored or stamped concrete driveways are not permitted.

**Section 3.11. SIDEWALKS.** Any residence or dwelling house erected on any lot shall provide a public sidewalk of poured concrete along all street frontage and within the public right-of way. Concrete sidewalks must be install at time of construction prior to occupancy.

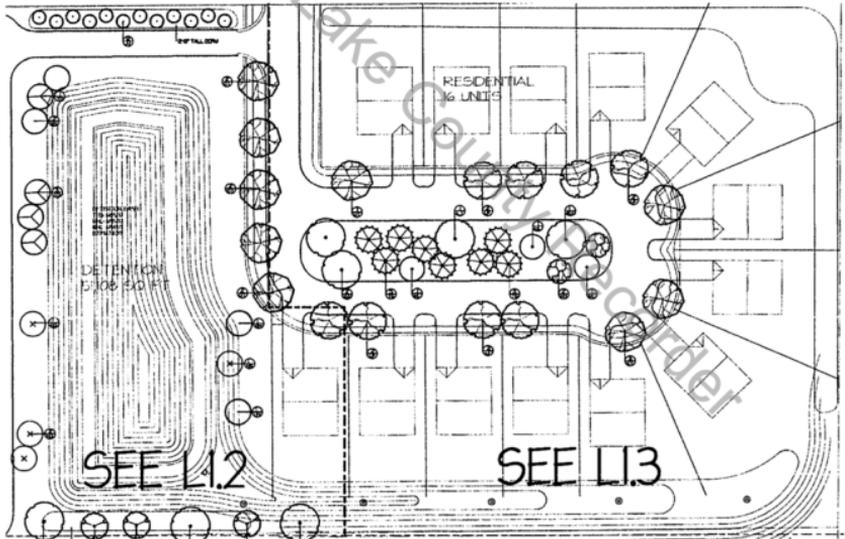
**Section 3.12. CURBS.** The lot purchaser or builder shall be responsible for the curbs installed by the developer. Should a curb be damaged during or after construction, the builder or owner shall replace damaged section within thirty (30) days in a matter satisfactory to Developer. Should owner fail to do this, Developer may have the work performed, invoice the owner for the completed curb work, and record a lien against the property in the event that the invoice remains unpaid.

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## Section 3.13. BUILDING SETBACKS AND YARD REGULATIONS.

1. Front Yard - Front building setback line is established at twenty-five (25) feet. Each front yard shall extend across the full width of the Lot.
2. Side Yards - Six foot (6'-0") minimum side yards on each side of Interior Lot, one side each corner Lot.
3. Rear Yard - Twenty-Five foot (25') minimum setback.
4. Coverage - maximum 40% Lot coverage of building to land.

**Section 3.14. LANDSCAPING.** Each residential unit shall be sold with installed landscaping, pursuant to terms authorized within the St. John Commons PUD Exhibit F. Thereafter, the Association shall maintain all exterior landscaping. Any changes to the landscaping shall only be conducted with the approval of the Association.



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## PLANT LIST

Symbol	Botanical Name	Common Name	Size
<b>Trees</b>			
AGT	Amelanchier grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	2" TF
AGM	Amelanchier grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	5' MS
ASG	Acer saccharum 'Commemoration'	Commemoration Sugar Maple	2.5"
BN	Betula nigra 'Heritage'	Heritage River Birch	8' MS
CC	Carpinus caroliniana 'JFS-KW6'	Native Flame America Hornbeam	2"
CCI	Crataegus crus galli inermis	Thornless Cockspur Hawthorn	5' MS
GB	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	2.5"
GD	Gymnocladus dioicus 'Espresso'	Espresso Kentucky Coffee Tree	2.5"
GT	Gleditsia triacanthos inermis 'Imperial'	Imperial Honeylocust	2.5"
JV	Juniperus virginiana	Eastern Red Cedar	5'
ML	Magnolia loebneri 'Leonard Messel'	Leonard Messel Magnolia	5-6'
MR	Malus 'JFS-KW5'	Royal Raindrops Crabapple	1.5"
NS	Nyssa sylvatica	Blackgum	2.5"
LT	Liriodendron tulipifera 'JFS-OZ'	Emerald City Tulip Tree	2.5"
PS	Pinus strobus	Eastern White Pine	5'
QR	Quercus robur bicolor 'Nadler'	Kindred Spirit Oak	2.5"
TG	Thuja standishii plicata 'Green Giant'	Green Giant Arborvitae	5'
TD	Taxodium distichum 'Michelson'	Shawnee Brave Bald Cypress	2.5"
TO	Thuja occidentalis 'Holmstrup'	Holmstrup Arborvitae	#5
UF	Ulmus 'Frontier'	Frontier Elm	2.5"

### Shrubs

BNG	Buxus NewGen Freedom	NewGen Freedom Boxwood	#3
DKO	Diervilla 'Kodiak Orange'	Kodiak Orange Diervilla	#3
HAI	Hydrangea arborescens 'AbeTwo'	Incredible! Hydrangea	#5
HM	Hydrangea macrophylla 'WeeBit Grumpy'	WeeBit Grumpy Hydrangea	#3
HP	Hydrangea paniculata 'Renson'	Strawberry Sundae Hydrangea	#3
HQ	Hydrangea paniculata 'SMHPLQF'	Little Quick Fire Hydrangea	#3
JCD	Juniperus chinensis 'Daub's Frosted'	Daub's Frosted Juniper	#3
PO	Junoscarpus opulifolius 'Lemon Candy'	Lemon Candy Ninebark	#3
RR	Rosa 'Radrazz'	Knock Out Rose- Red	#3
TL	Thuja occidentalis 'Linesville'	Linesville Arborvitae	#3
VX	Viburnum x Juddii	Judd Viburnum	24"

### Perennials

A	Annuals		
AM	Allium 'Millenium'	Millenium Allium	#1
CB	Coreopsis x 'Baluptgonz'	Gold & Bronze Coreopsis	#1
HD	Heuchera 'Dolce Wildberry'	Wildberry Coral Bell	#1
HG	Hakonechloa macra 'All Gold'	Japanese Forest Grass	#1
LS	Liriope spicata	Creeping Lilyturf	#1
NR	Nepeta racemosa 'Blue Wonder'	Blue Wonder Catmint	#1
PA	Perovskia atriplicifolia 'Little Lace'	Little Lace Russian Sage	#1
PV	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	#1
SH	Sporobolus acteroplepis	Prairie Dropseed Grass	#1
SS	Schizachyrium scoparium 'Standing Ovation'	Standing Ovation Little Bluestem	#1

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[END EXHIBIT B]

Property of Lake County Recorder

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## EXHIBIT C

APPROVED AND FILED  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
09/14/2023 08:52 AM

### ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Code.

### ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

**BUSINESS ID** 202309131724677  
**BUSINESS TYPE** Domestic Nonprofit Corporation  
**BUSINESS NAME** VILLAS AT ST. JOHN COMMONS, INC.  
**PRINCIPAL OFFICE ADDRESS** 12632 Wicker Avenue, Cedar Lake, IN, 46303, USA

### ARTICLE II - REGISTERED OFFICE AND ADDRESS

**REGISTERED AGENT TYPE** Individual  
**NAME** Nathan D. Vis  
**ADDRESS** 12632 Wicker Avenue, Cedar Lake, IN, 46303, USA  
**SERVICE OF PROCESS EMAIL** ndv@mvislaw.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted.

### ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

**PERIOD OF DURATION** Perpetual  
**EFFECTIVE DATE** 09/13/2023  
**EFFECTIVE TIME** 01:59PM

### ARTICLE IV - GOVERNING PERSON INFORMATION

No Principal on record.

### ARTICLE V - INCORPORATOR(S)

**NAME** Nathan Vis  
**ADDRESS** 12632 Wicker Avenue, Cedar Lake, IN, 46303, USA

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APPROVED AND FILED  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
09/14/2023 08:52 AM

## ARTICLE VI - GENERAL INFORMATION

### STATEMENT OF PURPOSE

The purpose of this entity is to operate a not for profit homeowners association.

### TYPE OF CORPORATION

Mutual benefit corporation (all others)

### WILL THE CORPORATION HAVE MEMBERS?

Yes

### DISTRIBUTION OF ASSETS

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF ANY TRUSTEE, DIRECTOR, OR OFFICER OF THE CORPORATION OR ANY PRIVATE INDIVIDUAL (EXCEPT THAT REASONABLE COMPENSATION MAY BE PAID FOR SERVICES RENDERED TO OR FOR THE CORPORATION), AND NO TRUSTEE, DIRECTOR OR OFFICER SHALL BE ENTITLED TO SHARE IN THE DISTRIBUTION OF ANY OF THE CORPORATE ASSETS UPON DISSOLUTION OF THE CORPORATION. NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION SHALL CONSIST OF CARRYING ON PROPAGANDA, OR OTHERWISE ATTEMPTING, TO INFLUENCE LEGISLATION (EXCEPT AS OTHERWISE PROVIDED BY SECTION 501(H) OF THE CODE), OR PARTICIPATING IN, OR INTERVENING IN (INCLUDING THE PUBLICATION OR DISTRIBUTION OF STATEMENTS), ANY POLITICAL CAMPAIGN ON BEHALF OF OR IN OPPOSITION TO ANY CANDIDATE FOR PUBLIC OFFICE, UPON THE TERMINATION, DISSOLUTION OR FINAL LIQUIDATION OF THE CORPORATION IN ANY MANNER AND FOR ANY REASON. THE BOARD OF DIRECTORS SHALL FIRST PAY OR PROVIDE FOR THE PAYMENT OF ALL LIABILITIES OF THE CORPORATION; ALL REMAINING ASSETS SHALL BE DISTRIBUTED FOR ONE OR MORE EXEMPT PURPOSES WITHIN THE MEANING OF SECTION 501(C)(3) OF THE CODE (OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE), OR SHALL BE DISTRIBUTED TO THE FEDERAL GOVERNMENT, OR TO STATE OR LOCAL GOVERNMENT, FOR A PUBLIC PURPOSE.

## SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A CORPORATION PURSUANT TO THE PROVISIONS OF THE INDIANA NONPROFIT CORPORATION ACT, EXECUTE THESE ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **September 13, 2023**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

SIGNATURE

Nathan D. Vis

TITLE

Legal Representative

Business ID : 202309131724677

Filing No : 10026047

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**EXHIBIT D**

**BYLAWS OF  
VILLAS AT ST. JOHN COMMONS, INC.**

Property of Lake County Recorder

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BYLAWS  
OF  
VILLAS AT ST. JOHN COMMONS, INC.

ARTICLE I  
NAME

Section 1.1. Name.

The name of this Corporation shall be the Villas At St. John Commons, Inc., hereinafter referred to as the "Association".

Section 1.2. Definitions. For purposes of these Bylaws, except as otherwise may be provided herein, capitalized terms and phrases shall have the meaning ascribed to such terms and phrases as set forth in Article I of the Declaration of Covenants, Conditions, Restrictions and Easements for the Villas At St. John Commons, Inc., of which these Bylaws are a part.

ARTICLE II  
PURPOSES

Section 2.1. Purposes.

The purposes of the Association are:

(a) To own, maintain and operate common and limited common properties and facilities, to administer and enforce covenants and restrictions applying to the property located within the project known as Villas at St. John Commons, recorded as set forth in the Declaration recorded in the Lake County Recorder's Office, as amended and/or supplemented, and to collect and distribute assessments and charges therefor.

(b) To engage in any and all activities related or incidental to the foregoing, including, but not limited to, powers to acquire, own, hold, use, sell, lease, mortgage, or pledge any property real or personal, tangible or intangible, legal or equitable, to loan or invest its own money upon such security or on such securities as may from time to time be determined by the Board of Directors.

(c) To do any and all things necessary, convenient or expedient as permitted by the Indiana Nonprofit Act for the accomplishment of any of the purposes or the furtherance of any of the powers hereinabove set forth, either alone or in association with other corporations, firms or

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individuals.

(d) No part of the net earnings of the Association other than by acquiring, constructing or providing management maintenance in care of association property and other than by a rebate of excess membership dues, fees or assessments shall inure to the benefit of or be distributable to its members, trustees, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth.

(e) Notwithstanding any other provisions set forth herein, the Association shall not carry on any activities not permitted to be carried on by a Corporation exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986 or corresponding provisions of any future additions of the Internal Revenue Code.

## ARTICLE III

### MEETINGS OF MEMBERS

#### Section 3.1. Membership

Every person or entity who is a record owner of a Unit in the Villas At St. John Commons development (exclusive of any area deemed to be a Common Area) or who is the beneficiary of a land trust holding title to a Unit in the Villas At St. John Commons (exclusive of any area deemed to be a Common Area) shall be a Member of the Association irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to the effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a Unit. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a Member of his ownership of a Unit at which time the new owner shall automatically become a Member of the Association.

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Unit to which it is appurtenant.

If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a Unit in the development, all such persons or entities shall be Members.

Each Member of the Association shall be bound by and shall observe the terms and provisions of the Declaration of Covenants and Restrictions for the Villas At St. John Commons, Inc. (hereinafter referred to as the "Declaration"), the Articles of Incorporation, these Bylaws, and the

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rules and regulations set forth in the Community Policies and Guidelines promulgated from time to time by the Board of Directors.

Any person or entity who holds an interest in a Unit in the development merely as a security for the performance of an obligation or any person in possession of a Unit under a contract to purchase such Unit shall not be a Member of the Association.

No Member shall have any right or power to disclaim, terminate, or withdraw from his membership in the Association or from any of his obligation as such Member by abandonment of his residence or for any other reason.

Ownership of a Unit in the development shall be the sole qualification for membership and there shall be one membership for each Unit.

## Section 3.2 Annual Meeting.

An annual meeting of the Members shall be held in the month of March for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Indiana, such meeting shall be held on the next succeeding business day. This date shall be held in March, with the Board remitting at least a thirty (30) day notice of the meeting date to all Unit Owners.

## Section 3.3. Special Meetings.

Special meetings of the Members may be called by the President, the Board of Directors or not less than one third (1/3) of the Members having voting rights.

## Section 3.4. Place of Meeting.

The Board of Directors may designate any reasonable public place, within St. John, State of Indiana, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. Should public safety or other reasonable circumstances require virtual meetings, the Board of Directors may approve virtual meetings, so long as all participants have access to the meeting, either via electronic or phone means.

## Section 3.5. Notice of Meetings.

A written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered (email is an allowed communication tool) or mailed by the Secretary, or by the officer or person calling the meeting to each Member of record entitled to vote at that meeting, at the address which appears on the records of the Association, at least fourteen (14) days before the date of meeting. Failure to receive notice of

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any meeting of Members may be waived in writing filed with the Secretary or by attendance in person.

## Section 3.6. Informal Action by Members.

Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

## Section 3.7. Voting Rights.

The total number of votes of the Association shall be equal to the number of Units in the development. Each Unit shall be entitled to one (1) vote. The Owners of a Unit shall be entitled to one (1) vote for each Unit owned. If more than one (1) Member is the record owner or beneficiary of the title-holding land trust of a Unit in the Villas At St. John, then the vote for that Unit shall be exercised as those Members among themselves determine such that only one (1) vote shall be cast with respect to any such Unit.

### Section 3.7.1 Suspension of Voting Rights.

The voting rights for any Unit (or the holder of their proxy) shall be suspended during any period in which the Association Membership Dues for that Unit have fallen into arrears, if they are in arrears in excess of three (3) months or as otherwise designated and allowed by law.

### Section 3.8. Designation of Voting Representative.

The vote for any membership which is held by more than one person shall be exercised by any one of them unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote of the membership shall not be counted.

### Section 3.9. Quorum.

At any duly called meeting of the Association, the number of Members present at such meeting, together with those Members represented by valid proxy, shall constitute a quorum so long as not less than one-third (1/3) of the voting Members are either present or represented by proxy.

### Section 3.10. Proxies.

At any meeting of Members, a Member entitled to vote, may grant that vote by a proxy, executed in a dated writing by the Member or his duly authorized attorney-in-fact. The Proxy Holder may vote the proxy as he sees fit or as instructed by the grantor. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

### Section 3.11. Voting List.

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The Secretary, or Assistant Secretary of the Association, shall keep at all times, at the principal office of the Association, a complete and accurate list of all Members entitled to vote at any meeting of the Members which may be inspected by any Member, for any purpose, at any reasonable time.

## ARTICLE IV

### BOARD OF DIRECTORS

#### Section 4.1. General Powers.

The control and management of the affairs of the Association shall be vested in its Board of Directors. Directors must be Members of the Association or (unless the Developer as outlined within the Covenants)

#### Section 4.2. Number of Directors

The number of Directors shall be no less than three and no more than five.

#### Section 4.3. Tenure of Directors.

Each year, after the initial election, the Members shall elect either one (1) or two (2) Members for a full two (2) year term to fill the anticipated vacancies. The Board shall request applications (as approved by the Board) from the Associations, no later than thirty (30) days prior to the Annual Meeting. Within fifteen (15) days of the Annual meeting, all those applications in good standing shall be placed upon the ballot. Write-in candidates shall be prohibited.

#### Section 4.3.1 Replacement of Board Vacancy.

In the event a Board Member shall become incapacitated, resign from office, be unable to perform required duties for any reason or be unavailable for a period of ninety (90) consecutive days (not attending any meetings during this time period), replacement for same shall be performed pursuant to 5.7.

#### Section 4.4. Regular Meetings.

A regular annual meeting of the Board of Directors shall be held without other notice than these Bylaws, immediately after and at the same place as, the annual meeting of Members. The Board of

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Directors may provide by resolution the time and place, either within or without the State of Indiana, for the holding of additional regular meetings of the Board without other notice than such resolution.

## Section 4.5. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors, at a place located within Lake County, Indiana. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Indiana, as the place for holding any special meeting called by them.

## Section 4.6 Notice of Special Meetings.

Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or email to each Director at his address as shown by the records of the Association. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these Bylaws.

## Section 4.7 Quorum.

A majority of the entire Board of Directors shall constitute a quorum. However, when filling vacancies occurring in the Board of Directors, a majority of the existing Directors shall constitute a quorum.

## Section 4.8 Manner of Acting.

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

## Section 4.9 Informal Action by Directors.

Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

## Section 4.10 Power to Appoint Executive Committee.

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The Board of Directors shall have power to appoint by resolution adopted by a majority of the entire Board an executive committee composed of two or more Directors, who, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the business of the Association between meetings of the Board.

## Section 4.11 Power to Make Bylaws.

The Board of Directors shall have the power to make and alter any bylaw or bylaws, including the fixing and altering of the number of Directors. However, prior to affirming any alterations or amendments, said proposal shall be submitted to the Association Members, for a ten (10) day comment period, prior to same being confirmed.

## Section 4.12 Power to Elect and Appoint Officers.

The Board of Directors shall select a president, one or more vice-presidents, a secretary and a treasurer. The Board shall have the power to appoint such other officers and agents as the Board may deem necessary for transaction of the business of the Association. Any officer or agent may be removed by the Board of Directors whenever in the judgment of the Board, the interests of the Association will be served thereby. The Board shall also have power to fill any vacancy in any office occurring for any reason whatsoever.

## Section 4.13 Delegation of Powers.

For any reason deemed sufficient by the Board of Directors, whether occasioned by absence or otherwise, the Board may delegate all or any of the powers and duties of any officer to any other officer or Director, but no officer or Director shall execute, acknowledge or verify any instrument in more than one capacity.

## Section 4.14 Powers and Duties of the Board of Directors.

All the powers and duties of the Association existing under Indiana law, the several Declarations of Covenants and Restrictions, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the membership when such is specifically required. The Board may delegate such of its duties and/or responsibilities as it may deem appropriate.

## Section 4.15 Assessments.

The Board shall make and collect assessments against Members to defray the costs and expenses of the management and operation of the Association and the common areas.

## Section 4.16 Disbursements.

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The Board shall use the proceeds of the assessments in the exercise of its powers and duties.

## Section 4.17 Maintenance.

It shall be responsibility of the Board to maintain, repair and/or replace the following:

- a. All common areas and limited common areas; and
- b. All incidental damage caused by work done by direction of the Board.

## Section 4.18 Insurance.

The Board of Directors shall be authorized to acquire insurance coverage from time to time as it may deem appropriate.

## Section 4.19 Regulation.

The Board shall have the right to promulgate right to such reasonable rules and regulations as it may deem necessary with respect to the maintenance use and enjoyment of the common areas as well as the use of individual units. Such rules and regulations shall be circulated to all Members and copies shall be made available for inspection by the Secretary charged with keeping a formal record of all proceedings by the Board. The rules and regulations may be amended or retracted from time to time by the Board. Prior to enforcing and formally approving said changes, unless deemed an emergency rule change by the Board, the Board shall publish same to all members for a ten (10) day comment period.

## Section 4.20 Enforcement.

The Board shall have the general power to enforce any and all of the provisions, covenants, and restrictions set forth in the Articles of Incorporation and/or Bylaws.

## ARTICLE V

### OFFICERS

#### Section 5.1 Officers.

The Board of Directors shall elect or appoint **from their number** the officers of the Association. The officers of the Association shall be a president, one or more vice-presidents, a secretary, a treasurer and such other officers as may be deemed desirable by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

#### Section 5.2 Election and Term of Office.

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The officers of the Association shall be elected annually from among and by the Board of Directors at the regular annual meeting of the Board of Directors. Each officer shall hold office for one year or until his successor shall have been duly elected and shall have qualified, unless earlier removed by the Board of Directors. All officers and agents can be removed at any time by the affirmative vote of the majority of the Members of the Board of Directors. Officers shall be eligible for reelection.

## Section 5.3 President.

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors and membership. Under the Board's direction he shall have general supervision over the affairs of the Association and over the other officers. He shall sign all written contracts of the Association. He shall perform all such other duties as are incident to this office.

## Section 5.4 Vice-President.

The Vice-President shall perform the duties specified in Section 5.3 of this Article in the absence or disability of the President. In addition, he shall perform duties and assignments which may from time to time be delegated by the President or the Board.

## Section 5.5 Treasurer.

The Treasurer shall have custody of all monies and securities of the Association and shall give bond in such sums and with such surety as the Directors may require as a common expense, conditioned upon the faithful performance of his office. He shall perform all such other duties as are incident to his office as Treasurer.

## Section 5.6 Secretary.

The Secretary shall have the responsibility for providing that notices required by these by-laws be issued, and shall provide that minutes of all meetings of the Board of Directors and membership be adequately kept. He shall have responsibility for all corporate books, records and papers, any and all written contracts of the Association and shall be custodian of the corporate seal. He shall perform all such other duties as are incident to his office.

## Section 5.7 Vacancies.

Vacancies among elected and appointed officers occurring during the annual terms thereof shall be filled by the Board of Directors.

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## ARTICLE VI COMMITTEES

### Section 6.1 Standing and Special Committees.

The President shall, with the approval of the Board of Directors, appoint such standing or special committees of such size as the President or Board of Directors may deem necessary to properly carry on the activities and effect the purposes of the Association and as otherwise described in the Covenants. Such committees shall perform as the President or the Board of Directors may direct.

## ARTICLE VII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

### Section 7.1 Contracts.

The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

### Section 7.2 Checks, Drafts, etc.

All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

### Section 7.3 Accounts.

The receipts and expenditures of the Association shall be credited and charged to accounts in accordance with generally accepted accounting principles.

There shall be at least two accounts established at a local financial institution authorized to do business in Lake County, Indiana. One account, which may be a management company's trust account, shall be utilized as its day-to-day operating account. The second account shall be an interest-bearing account established for the Reserve Assessment. Such other accounts may be established from time to time as the Board may deem necessary.

### Section 7.4 Budget.

The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray common expenses and to provide and maintain funds for the

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necessary accounts in accordance with generally accepted accounting principles. Copies of the budget and proposed assessment shall be transmitted to each Member at least thirty (30) days preceding the fiscal year for which said budget has been made.

## Section 7.5 Assessments.

The Board of Directors shall make and collect assessments according to the provisions of the declaration for the development covered by these Bylaws.

## Section 7.6 Bank Depository.

The depository of the Association shall be such bank or banks authorized to do business in Lake County, Indiana, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only checks signed by such persons as are authorized by the Board of Directors.

## Section 7.7 Annual Accounting.

An annual accounting shall be prepared and submitted to the Members not later than ten (10) days prior to the annual meeting.

## Section 7.8 Bonds.

Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors. The premium of such bonds shall be paid by the Association as a common expense.

## Section 7.9 Gifts.

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Association.

## ARTICLE VIII

### BOOKS AND RECORDS

#### Section 8.1 Books and Records.

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the principal office a record giving the names

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and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent or attorney for any proper purpose at any reasonable time.

## ARTICLE IX

### FISCAL YEAR

#### Section 9.1 Fiscal Year.

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December in each year.

## ARTICLE X

### CORPORATE INDEMNIFICATION

#### Section 10.1 Indemnification.

To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Association shall be indemnified by the Association as provided in the Act.

## ARTICLE XI

### AMENDMENTS TO BYLAWS

#### Section 11.1 Amendments.

A quorum of the Members being present, these Bylaws may be amended by the affirmative vote of a majority of the Board of Directors, provided that the text of the proposed amendments shall have been sent to all Directors with the call for the meeting at least fourteen (14) days in advance of such meeting.

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IN WITNESS WHEREOF, the Declarant, Brad Lambert, has caused this Instrument to be signed as of this 14 day of September, 2023.

Villas at St. John Commons, Inc.

Brad Lambert

Brad Lambert, President

STATE OF INDIANA, COUNTY OF LAKE ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 14<sup>th</sup> day of September, 2023, personally appeared: **Brad Lambert** and acknowledged the execution of the foregoing document. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Commission Number: 712363

My commission expires: 4-14-2026

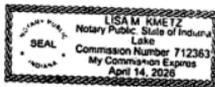
Resident of LaKE County

. Notary Public

Signature

Lisa M. Kneety

Printed



This instrument prepared by: NATHAN D. VIS, Attorney at Law, ID No. 29535-45  
VIS LAW, LLC, P.O. Box 980, Cedar Lake, IN 46303

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.

Nathan D. Vis  
Signature

Nathan D. Vis  
Printed Name

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## EXHIBIT E

### RULES AND REGULATIONS

1. **ARCHITECTURAL STANDARDS.** Notwithstanding that it is the Owner's responsibility to maintain and repair the Unit owned by him and/or her, no change in the exterior appearance of a Unit, or the quality of the construction of a Unit, can be changed in any way whatsoever without the prior approval of the Villas at St. John Commons, Inc. Association (hereinafter "HOA") with the provisions of the Covenants, Conditions, Restrictions and Easements for the HOA. The prohibition of this provision shall include, but not be limited to the following:

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

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

c. The use of any materials on the exterior of any 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 HOA, so long as the HOA shall make an affirmative determination that such shall be and remain visually compatible with and in harmony with the appearance of the other Units.

d. The erection of aerials, antennas, clotheslines, awnings, or other similar items or devices, except within an enclosed private courtyard in such a manner that they are not visible from any ground level location from the exterior, except as otherwise provided in the Declaration.

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

f. The erection or maintenance of any fences or other types of barricades, except for those which are a part of the original construction.

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 Unit.

h. The use of mailboxes not in conformity with the quality and style and location requirements of the HOA. The original mailboxes, installed for each 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 Unit in such a manner as to maintain at all times the uniformity of appearance of such Unit with all others in the community.

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2. **MAINTENANCE AND REPAIR OF UNITS.** Except as provided in the Declaration, it is the Owner's sole and exclusive responsibility to maintain and repair his and/or her Unit.

3. **INSURANCE.** As of the adoption of these Rules and Regulations by the HOA, the HOA has elected insurance on Units in accordance with the provisions of the Declaration. Accordingly, it is the sole and exclusive responsibility of each Owner of a Unit to provide insurance in accordance with the provisions of the Declaration.

4. **SIGNS.** No Owner shall display any sign on any part of any Unit. This shall not preclude signs such "Welcome" or similar signs, displayed on front porch/front doorway. This shall not preclude showing of political signs, as required by Indiana law.

5. **VEHICLES.** Pursuant to Declarations.

6. **LEASING RESTRICTIONS.** All lease or rental agreements must be in writing. Units shall not be leased for an initial term of less than six (6) months, nor for less than thirty (30) days for any term thereafter, nor for the occupancy of more than one (1) family. Written lease agreements shall be filed with the Board of Directors and approved by the Directors in advance of the effective date. Leasing restrictions/prohibitions may be enforced by the Board of Directors, upon issuance of twelve months' notice.

7. **MINIMUM HEAT.** The minimum heat in every 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. **PETS.** In accordance with the Declaration, only three (3) pets (either a dog(s) or cat(s)) shall be allowed to be kept in or on a Unit, and otherwise, an Owner may not keep, raise or breed any animals, livestock or poultry in or in any Unit. Notwithstanding the foregoing, the following shall apply with regard to any pet which is allowed to be kept in or on a 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.

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 this 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.

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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 Unit, upon notice of same from the Board of Directors, and said Owner shall not be allowed to have any pets within the 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 repair the Property as a direct or indirect result of the housing of pets within the Project. These 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 an 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 Unit. As an alternative, or in addition to foregoing, such 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 Unit. The failure of any Owners housing a pet to pay such Assessments shall automatically result in the immediate and permanent removal of such pet from the Unit, such Owner shall not be allowed to have any pets within the 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 St. John or its contractor, in which case such garbage containers, when empty, shall be immediately relocated to a place as described above.

12. **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 Units, and the compliance by all Occupants (including tenants and subtenants) with the provisions of the Declaration, regardless of whether the 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.

13. **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 Unit owned) and telephone number of all Owners, and all tenants, subtenants and other occupants; and the name, business address and telephone number of all Mortgagees of record on the 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. The Association maintains the right to collect a reasonable fee, upon change of ownership of the Parcel.

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## EXHIBIT F

### TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

#### ORDINANCE NO. 1765

**AN ORDINANCE CONCERNING AMENDMENT TO THE ORDINANCE NO. 1483, AS AMENDED, THE SAME BEING AN ORDINANCE CLASSIFYING, REGULATING AND RESTRICTING THE LOCATION, HEIGHTS, AREA, BULK AND USE OF BUILDINGS AND STRUCTURES AND THE USE OF LAND IN THE TOWN OF ST. JOHN, AND DIVIDING THE TOWN INTO DISTRICTS, FOR THE PURPOSE OF APPROVING A CHANGE IN THE ZONING DISTRICT AND A PUD DEVELOPMENT PLAN**

This is a Planned Unit Development District Ordinance (to be known as the "St. John Commons Mixed PUD Mixed Use District") to amend the Zoning Ordinance of the Town of St. John, Lake County, Indiana, enacted by the Town Council of the Town of St. John, Lake County, Indiana, pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

**WHEREAS**, the Town of St. John, Lake County, Indiana (the "Town") has adopted Ordinance No. 1483, which Ordinance establishing the comprehensive zoning regulations for the Town (the "Zoning Ordinance"); and

**WHEREAS**, St. John Commons, LLC, as the owner of the parcel of land hereinafter described in attached Appendix A (the "Real Estate") did submit a PUD Development Plan and Application for Change of Zone District Classification (Application No. 2021-25) to the Plan Commission of the Town of St. John, Lake County, Indiana, (the "Plan Commission") for the rezoning of such parcel from R-1 to PUD (Planned Unit Development District); and

**WHEREAS**, the Plan Commission considered said PUD Development Plan and Application for Change of Zone District Classification and did on the 1st day of December, 2021, hold a public hearing pursuant to notice as prescribed by law on such petition and other matters pertaining thereto; and

**WHEREAS**, the Plan Commission has: (1) reviewed the PUD Development Plan, a copy of which is attached hereto, made a part hereof, and marked as Exhibit B; (2) made special Findings of Fact as required by Chapter 9 of the St. John Zoning Ordinance, a copy of which is attached hereto, made a part hereof, and marked as Exhibit C; and (3) certified a favorable recommendation to the Town Council of the Town of St. John that said PUD Development Plan be approved and the application for rezoning be granted, subject to those conditions and restrictions set forth in said Findings of Fact and the PUD Development Plan; and

**WHEREAS**, the Plan Commission of the Town of St. John, Lake County, Indiana, in accordance with Indiana Code §36-7-4-608, as required by Indiana Code §36-7-4-1505, has favorably recommended that Town Ordinance No. 1483, as amended, be further amended and modified to change the zone maps and rezone the Real Estate from R-1 to PUD (Planned Unit Development District); and

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**WHEREAS**, the Town Council is subject to the provisions of Indiana Code §36-7-4-1507 and Indiana Co de § 36-7-4-1512 concerning any action on said PUD Development Plan and Application for Change of Zone District Classification; and

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of St. John, Lake County, Indiana, as follows:

## **Section 1. Applicability of Ordinance.**

1.1 The Zoning Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the "St. John Commons PUD Mixed Use District" (the "District").

1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its Exhibits, and (ii) the provisions of the Zoning Ordinance, as amended, as made applicable to a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.

1.3 Chapter ("Chapter") and Article (" Article") cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Zoning Ordinance.

1.4 All provisions and representations of the Zoning Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

**Section 2. Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Zoning Ordinance.

2.1 **Dominant Exterior Material.** The Exterior Material that occupies the most surface area (compared to other Exterior Materials) of a Front Building Facade, exclusive of doors, windows and garage doors. The Dominant Exterior Material shall be identified on the elevations filed as part of an application for an improvement location permit.

2.2 **Exterior Material.** The separate architectural siding materials and patterns on a Front Building Facade such as Masonry Materials, horizontal siding, shake siding, vertical siding, and board & batten siding (each of the foregoing are examples of separate Exterior Materials) .

**Section 3. PUD Development Plan.** The PUD Development Plan, attached hereto as Exhibit B, is hereby incorporated in accordance with Chapter 9 of the Zoning Ordinance. The Real Estate shall be developed in substantial compliance with the PUD Development Plan.

**Section 4. Permitted Uses.** The residential and commercial uses allowed in accordance with Chapter 9 of the Zoning Ordinance, and as set forth in the PUD Development Plan, shall be permitted.

**Section 5. General Regulations.** The standards of Chapter 9 of the Zoning Ordinance shall apply to the development of the District, except as otherwise modified herein.

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**Section 6. Development Standards.** The standards of Chapter 9, Section D of the Zoning Ordinance, entitled "Residential Standards," and the standards of Chapter 9, Section E of the Zoning Ordinance, entitled "Commercial Standards," shall apply to the development of the District, except as otherwise modified below.

**Section 7. Design and Architectural Standards.** The design and architectural standards set forth in the PUD Development Plan, as set forth in attached Exhibit B, shall apply to the development of the District.

**Section 8. Landscaping Standards.** The Landscaping Requirements and Standards set forth in Chapter 13 of the Zoning Ordinance shall apply, except as otherwise modified or enhanced by the PUD Development Plan.

**Section 9. Infrastructure Standards.** The PUD District's infrastructure shall comply with the Zoning Ordinance and the Town's Subdivision Control Ordinance, unless otherwise approved by the Plan Commission or Department of Public Works in consideration of the preservation of the natural topography and environment and inconsideration to the unique design intent of the District.

**Section 10. Lighting Standards.** The lighting standards set forth in Chapter 14 of the Zoning Ordinance shall apply to the development of the PUD District, except as otherwise modified or enhanced by the PUD Development Plan.

**Section 11. Additional Standards.** The following additional standards shall apply to the PUD Development District.

County of Lake County Recorder

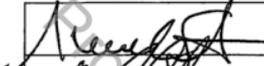
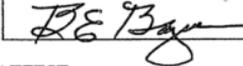
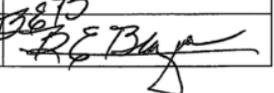
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ALL OF WHICH IS ORDAINED by the Town Council of the Town of St. John,  
Indiana, this 11 day of May, 2022.

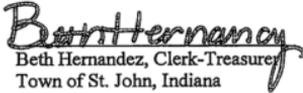
## TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

AYE

NAY

	Gerald Swets, President	
	Michael Schilling, Vice President	 MS
	Wayne Pondinas, Member	
	Michael Aurelio, Member	
	Bryan Blazak, Member	

ATTEST:

  
Beth Hernandez, Clerk-Treasurer  
Town of St. John, Indiana

County of Lake County Recorder

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## Exhibit A – LEGAL DESCRIPTION

The South 20 acres of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 9, West of the Second Principal Meridian in Lake County, Indiana.

Property of Lake County Recorder

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## EXHIBIT B

### DESIGN STANDARDS – ST. JOHN COMMONS PUD MIXED USE DISTRICT

#### TABLE OF CONTENTS

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Section 1:	Definitions
Section 2:	Use and Bulk Regulations
Section 3:	Purpose of Declaration and Property Subjected To
Section 4:	Permitted Uses
Section 5:	Limitations of Use
Section 6:	Lot Sizes
Section 7:	Minimum Residential Floor Area
Section 8:	Minimum Front Yard
Section 9:	Minimum Side Yard
Section 10:	Minimum Rear Yard
Section 11:	Height Standards
Section 12:	Design and Development Standards/Elements
Section 13:	Signage
Section 14:	Infrastructure Elements
Section 15:	Landscape & Maintenance Design and Elements
Section 16:	Stormwater
Section 17:	Refuse and Recycling Disposal Service
Section 18:	Homeowner Associations/Covenant Restrictions
Section 19:	Easements
Section 20:	Utility Services
Section 21:	Lighting

#### Appendices:

- A. St. John Commons ALTA Survey & Legal Descriptions
- B. Concept & Character Plan
- C. Development Plan
- D. Villas Association Covenants & Restrictions
- E. Lifestyle Association Covenants & Restrictions
- F. St. John Commons Association Covenants & Restrictions
- G. St. John Commons, Common Area

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## I. DEFINITIONS

**Section 1.01. "Added Property"** shall mean any real estate added to the terms of these Restrictive Covenants pursuant to the procedures set forth in Section (\_\_\_\_).

**Section 1.02. "Annexed Property"** shall mean any portion of the Development Area submitted to the provisions of this Declaration in accordance with Section (\_\_\_\_) hereof.

**Section 1.03. "Assessments"** shall mean Assessments either applied by specified Associations hereto (Life Style Condominiums at St. John Commons or Villas at St. John Commons) or by the Declarant for maintenance and improvements of the St. John Commons, Common Areas (Covenants attached as **Appendix F**).

The Assessments for the care and maintenance of the St. John Commons, Common Areas, shall be apportioned thirty percent (30%) to the Villas at St. John Commons, thirty percent (30%) to the Lifestyle Condominiums at St. John Commons, and forty percent (40%) to the commercial development located within St. John Commons.

**Section 1.04. "Villas Association"** shall mean and refer to Villas at St. John Commons, Inc., an Indiana corporation, and its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Indiana law. The Association shall be organized and governed in accordance with the Articles of Incorporation, By-Laws and Rules and Regulations, attached hereto in **Appendix D**.

**Section 1.05. "Lifestyle Association"** shall mean and refer to Lifestyle Condominiums at St. John Commons, Inc., an Indiana corporation, and its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Indiana law. The Association shall be organized and governed in accordance with the Articles of Incorporation, By-Laws and Rules and Regulations, attached hereto in **Appendix E**.

**Section 1.06. "Contractor"** shall mean any individual, entity, business or corporation which performs work, repairs, or construction on any lot, property, or unit located within the PUD.

**Section 1.07. "Common Areas"** shall mean those areas designed within the Villas Association and Lifestyle Association documents, for those particular Associations.

**Section 1.08. "Common Expenses"** shall mean and include the actual and estimated expenses of operating the Lifestyle Association and Villas Association and St. John Commons, including any reasonable reserve, all as may be found to be appropriate by their Boards pursuant to their Declarations, the By-Laws, and the Articles of Incorporation of the Associations.

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**Section 1.09. "Concept Plan"** shall mean the Concept Plan, attached hereto as **Appendix B**, is hereby incorporated and the Real Estate shall be developed in substantial compliance with the Concept Plan.

**Section 1.10. "Declarant"** shall mean St. John Commons, LLC an Indiana domestic for-profit limited liability corporation, its successors and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant as provided in Article XVII hereof.

**Section 1.11. "Developer"** shall mean and refer to St. John Commons, LLC, an Indiana domestic limited liability company, and its successors and assigns.

**Section 1.12. "Development Area"** shall mean the real estate described on **Appendix A** hereto with all improvements thereon and any additional real estate, provided only that (a) any portion of the real estate from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion of such real estate shall, at the time of addition to the scheme of this Declaration, be platted as residential lots, (c) said plat of added real estate shall dedicate, or commit to dedicate, the Common Area of said owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association.

**Section 1.13. "Insurance Trustee"** shall mean the Association and its successors, unless the Association shall have appointed another entity as Insurance Trustee pursuant to Section 6.06 hereof.

**Section 1.14. "Limited Common Area"** shall mean the common space areas designated by the Villas Association and Lifestyle Association which are for use by individual owners only.

**Section 1.15. "Lot"** shall mean a part of the Submitted Parcel, the size and dimensions of which are shown on the Plat.

**Section 1.16. "Member"** shall mean and refer to a person or entity entitled to Membership in the Association, as provided herein.

**Section 1.17. "Mortgage"** shall include a deed of trust, as well as a mortgage.

**Section 1.18. "Mortgagee"** shall include a beneficiary or holder of a deed or trust, as well as a mortgagee.

**Section 1.19. "Mortgagor"** shall include the trustor of a deed of trust, as well as a mortgagor.

**Section 1.20 "Municipality"** shall mean the Town of St. John, County of Lake, or State of Indiana, whichever shall apply.

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**Section 1.21. "Occupant"** shall mean and refer to one or more Persons or entities which may at any time be entitled to the use and possession of a Residential Unit, or any part thereof, by leave, license, contract or any other means, whether or not lawful, and shall include, without limitation, Owners, tenants, subtenants, and their guests and invitees.

**Section 1.22. "Owner"** shall mean and refer to one or more persons or entities who hold the record title to any Residential Unit or Commercial Unit which is part of the Submitted Parcel, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

**Section 1.23. "Parcel"** shall mean a part of a Lot, fee simple title shall be conveyed by deed of the Declarant to each Owner, upon which an attached, single-family villa is located or to be located.

**Section 1.24. "Person"** means a natural person, a corporation, a partnership, trustee or other legal entity.

**Section 1.25. "Plat"** shall mean plat the St. John Commons Planned Unit Development, recorded in Plat Book \_\_\_, page \_\_\_, in the Office of the Recorder of Lake County, Indiana.

**Section 1.26. "Residential Unit"** shall mean one of the Parcels and the attached, single-family villa located thereon, which is a part of the Submitted Parcel intended for independent ownership for use and occupancy as a single-family residence. The boundaries of Residential Units shall be the boundary lines of the Parcels of the Submitted Parcel conveyed by Declarant to the Owners. For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of the Town of St. John, Indiana, or other local governmental entity.

**Section 1.27 "St. John Commons, Common Area"** shall mean the designated Common Area shared by all property subject to the St. John Commons Planned Unit Development, as further depicted in **Appendix G**.

**Section 1.28. "Structure"** shall mean any building, pool, driveway, breezeway, pond, kennel, playhouse, trampoline, barn or any other building or fixture that is permanent that is not defined as a residential unit as described herein.

**Section 1.29. "Supplemental Amendment"** shall mean a supplement to this Declaration to submit Added Property to this Declaration. Such Supplemental Amendment may, but is not required to impose, expressly or by reference, additional restrictions and obligations on the Added Property submitted by that Supplemental Amendment to the provisions of this Declaration.

**Section 1.30 "Trails" or "Greenspace"** shall mean the designated recreational facility area, owned by the St. John Commons, which shall be maintained prairie/green recreational space, including a recreational bike trail, for the dedicated use of all Owners and the public, for the

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purpose of relieving pedestrian travel from local streets and will be available for attachment to and use by other development within the area.

## II. USE AND BULK REGULATIONS IN THIS PLANNED UNIT DEVELOPMENT

2.1 **Landscape Plan:** Landscape shall be performed in accordance with Article XII of St. John, Indiana Code, unless otherwise enunciated within this PUD.

2.2 **Signage:** Signage shall be created and installed in accordance with Article XIV of St. John, Indiana Code, unless otherwise enunciated within this PUD.

2.3 **Lighting Plan:** Lighting shall be created and installed in accordance with Article XIII of St. John, Indiana Code, unless otherwise enunciated within this PUD.

## III. PURPOSE OF DECLARATION AND PROPERTY SUBJECTED TO DECLARATION.

3.1 To develop and construct quality mixed used commercial development, combining commercial development with condominium and single family villa living, for individuals and families and businesses who seek actively to work and live in growth areas with employment opportunities in close proximity to trails and business development.

(a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a residential and commercial mixed use development community, by the imposition of Covenants, restrictions, and easements as hereinafter set forth for the benefit of the Property, Owners, and the Municipality.

(b) By the recording of covenants, conditions and restrictions set forth herein, and the reservation of certain powers contained herein, Declarant intends to provide a plan for the development of Property which is intended to enhance and protect the values of the residential community.

(c) The Declarant desires to (i) prevent improper use of Property which may decrease value; (ii) prevent improper construction of structures/homes containing improper or unsuitable materials; (iii) ensure adequate and reasonable development of the Property; (iv) ensure uniform development of the Property and high design standards; and (v) provide for the highest quality environment for the Property, its owners and visitors.

(d) The Declarant desires to provide for the maintenance of the Common Areas (both Association Common Areas and St. John Commons, Common Areas) to be provided for as set forth herein.

## IV. PERMITTED USES.

The following listed uses are permitted within said PUD District, provided the use does not violate any performance standards listed in the following or related sections. These allotted spaces are outlined and notated as follows:

- (a) St. Johns Commons: Allowed business uses shall be those outlined in following:

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Category	P – Permitted SE – Special Exception from St. John Building and Zoning required
<b>Professional Office Uses</b>	
Offices (professional and otherwise)	P
<b>Medical Office Uses</b>	
Offices for medical treatment (general family, dentistry, orthopedic, cosmetic, physical therapy or rehabilitation, dermatology, dialysis, cardiac, psychology, neurology, etc.)	P
Drug rehabilitation	SE
<b>Institutional Uses</b>	
Churches/Places of worship	P
Municipal Facilities	P
Community Centers	P
Libraries	P
Animal Hospitals (care term facility only – not for kennel use)	P
<b>Educational Uses</b>	
Schools	P
Higher Education (Post High School – Commercial or Trade)	P
<b>Retail / Service Uses</b>	
Automobile Service Station/Repair	SE
Drive In Restaurant	P
Sit Down/Quick Service Restaurant (includes ability to host outdoor dining/seating with approval of St. John Building Department)	P
Financial Institutions, with/without drive up	P
Laundromats	P
Personal Service Use	P
Trade Show Rooms (Plumbing, lighting, contractor etc.)	P
Retail Store	P
Liquor Store	P
Day Spa	P
Tobacco Store	Prohibited
Day Care	P
Art Galleries	P
Bakeries	P
Banks/Financial	P
Barber/beauty	P
Book Stores	P
Computer Sales/Service	P
Communication Sales/Service	P
Custom Clothing/Apparel	P
Department Stores	P

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Taverns/Bars (no more than two shall be allowed, any additional shall require St. John Board of Zoning Approval)	P
Hotels/Motels	Prohibited
Public Museum	P
Restaurants/Catering	P
Agricultural Use	
Community Gardens	P
Recreational Use	
Pathways, parks, playground	P
Transportation and Communications Uses	
Parking Lots – Automobile	P

**Encouraged Uses:** Exterior, temporary sidewalk usage for restaurants, coffee shops, and eating venues is encouraged. Similarly, boutique shops, bookstores, etc., shall also not be prohibited from providing exterior sidewalk sale service.

**Prohibited Uses:**

1. Any use which emits an obnoxious odor, fumes, or sound which can be heard or smelled outside of any building in the St. John Commons Area.
2. Any operation which is used primarily as warehouse operation, manufacturing, refining, smelting, agricultural, industrial or mining.
3. Pawnshop, flea market, salvage store or auction house.
4. Mortuary or Funeral Home
5. Adult Use establishments as understood by Town Code
6. Tattoo parlor/piercings operated as a primary business.
7. Tobacco Shops.
8. Vape Shops.
9. Automotive sales or retail.
10. Storage Facilities.

(b) Lifestyle Condominiums  
Up to 10 single family condominium units located above commercial locations.

(c) Single Family Villas – Up to 15 single family residential villas.

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(d) St. John Commons, Common Areas (Green Space and Bike Path), for recreational use.

## V. LIMITATIONS OF USE:

Permitted uses in the three areas outlined below are subject to the following additional limitations:

- (a) St. John Commons: See Section IV
- (b) Lifestyle Condominiums: Limitations of use are outlined the Lifestyle Condominiums Association Declarations and Covenants, incorporated hereto.
- (c) Single Family Villas: Limitations of use are outlined in the Villas Association Declaration and Covenants, incorporated hereto.

## VI. LOT SIZES:

- (a) St. John Commons: All lot sizes shall be as per the subdivision plat
- (b) Lifestyle Condominiums: All condominium sizes shall be as per the subdivision plat.
- (c) Single Family Villas: All single family villa lot sizes shall be as per the subdivision plat, which shall include sixty foot (60) lot widths at the building setback line (front).

## VII. MINIMUM RESIDENTIAL FLOOR AREA:

- (a) St. John Commons: Not applicable
- (b) Lifestyle Condominiums: Minimum square footage residential floor area shall be: One Thousand Seven Hundred and Ninety Nine Square Feet (1,799 sq. feet).
- (c) Single Family Villas: Minimum square footage residential floor area shall be: One Thousand Three Hundred Square Feet (1,300 sq. feet).

## VIII. MINIMUM FRONT YARD:

- (a) St. John Commons: Not applicable
- (b) Lifestyle Condominiums: Not applicable

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- (c) Single Family Villas: All front yard lot sizes areas as per subdivision plat, front yard set back to be twenty five (25) feet.

## IX. MINIMUM SIDE YARD:

- (a) St. John Commons: Not applicable
- (b) Lifestyle Condominiums: Not applicable
- (c) Single Family Villas: All side yard lot sizes areas as per subdivision plat, side yard set back to be seven (7) feet.

## X. MINIMUM REAR YARD

- (a) St. John Commons: Not applicable
- (b) Lifestyle Condominiums: Not applicable
- (c) Single Family Villas: All rear yard lot sizes areas as per subdivision plat, rear yard set back to be twenty (20) feet.

## XI. HEIGHT STANDARDS

- (a) St. John Commons: All St. John Commons buildings to be under twenty two (22) feet in height.
- (b) Lifestyle Condominiums: All condominium heights to be under approximately forty (40) feet in height.
- (c) Single Family Villas: All single family villa height to be under thirty five (35) feet in height.

## XII. DESIGN & DEVELOPMENT STANDARDS

Minimum design standards for the St. John Commons Planned Unit Development shall meet all design standard requirements of the Town of St. John, or as otherwise listed below, to foster the maintenance of an attractive, healthful, efficient and stable mixed use residential and commercial environment. The Character of St. John Commons, attached hereto as **Appendix B and C**, is hereby incorporated to capture the intended architecture of the development, but is not intended to limit the architecture as shown in the Character Appendix, but rather to establish a benchmark for quality, vision, and appearance of the architecture within the development

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- (a) **St. John Commons:** The following Design Standards shall apply to Commercial Development:
- a. **Building Materials/Structure**
    - i. **Exteriors:** Permitted exterior building materials are as follows:
      1. One Hundred Percent (100%) masonry material, which may include brick front, block rear, cut limestone, stucco, and EIF and monument sign/ornamental brick/metal.
  - b. **Parking**
    - i. There will exist approximately 37,000 square feet of commercial development within the St. John Commons, serviced by a minimum of 180 parking spaces.
  - c. **Infrastructure**
    - i. Streets for vehicular access.
      1. Interior streets shall be privately maintained, including repair and accessible from debris and natural elements
      2. Shall be a minimum of twenty four feet wide
    - ii. Sidewalks:
      1. Shall be constructed pursuant to site plans attached hereto as Appendix B and C. Sidewalks shall maintain a width of no less than eight (shall range between eight and fifteen) feet.
    - iii. Curbs/Concrete Roll Design: shall be installed along all roads and parking lots to comply with St. John standards.
    - iv. Street Lights:
      1. Shall be privately maintained at each road intersection and cul-de-sac.
      2. Lighting in the development area shall comply with a Photometric plan as further outlined herein (Appendix C). (Villas lighting is unique to the development per the PUD Development Plan/Details)
    - v. Street names shall be proposed and recommended and approved by the St. John Plan Commission
    - vi. Public and Private Utilities: shall include a thirty foot (30') easement unless identified.
    - vii. Fire Hydrants, shall be installed and maintained:
      1. One every three hundred linear feet along interior access roads.
  - d. **Bike Trail:**
    - i. Shall be located as proposed on Appendix G. This recreational facility shall be made available for attachment and use by other development in the area and adjacent thereto, including the public.

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- (b) Lifestyle Condominiums: See attached Covenants and Declarations, terms incorporated herein.
- (c) Single Family Villas: See attached Covenants and Declarations, terms incorporated herein.
  - i. Building Materials: Brick or cultured stone for front, sides and rear to be LP siding.
  - ii. Streets for vehicular access.
    - 1. Interior streets shall be publicly maintained
    - 2. Shall be a minimum of twenty four feet wide
  - iii. Sidewalks:
    - 1. Shall be constructed pursuant to site plans attached hereto as Appendix C. Sidewalks shall maintain a width of five feet. No sidewalk shall be required to maintained on the island within the Single Family Villas development.
  - iv. Curbs/Concrete Roll Design: shall be installed along all roads and parking lots to comply with St. John standards.
  - v. Street Lights:
    - 1. Street lights located within the Villas Development shall be approved lamps, located on each Villa location per PUD Development Plan (See Appendix C).
  - vi. Street names shall be proposed and recommended and approved by the St. John Plan Commission
  - vii. Public and Private Utilities: shall include a thirty foot (30') easement unless identified.
  - viii. Fire Hydrants, shall be installed and maintained:
    - 1. One every three hundred linear feet along interior access roads.
  - ix. Island: Island located within the Single Family Villas development shall be owned and maintained by the Villas Association.

## XIII. SIGNAGE

**Signage:** All signs located within the Development shall be regulated by St. John Ordinance and conform to the following standards and as further outlined in Appendix B and C.

- a) Prohibited signs:
  - a. Signs that extend above highest point of roofline
  - b. Billboards
  - c. Signs painted or mounted on exterior or rear wall of any principal building unless otherwise identified in following
  - d. Signs which contain blinking, pulsating, flashing or moving light
  - e. Neon lighting signs

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- b) Traffic control signs, including street signs, stop signs, parking signs, directional signs and other traffic control signs used to implement public safety and wayfinding shall be of ornamental style and design complementing the overall theme of the Development.
- c) No sign shall be located to block or obstruct the vision of motor vehicle drivers for safe travel through parking areas and through streets.
- d) All signs located on the main entry door or adjacent thereto the main entry door identifying the business name, hours of operation and address shall not exceed 6 square feet in total area.
- e) Each business within multi tenant buildings will be permitted one principal sign. Such signs may be wall mounted with a total area calculated as 80% of the total building frontage width (for example – a 60 foot building may be allowed maximum sign area of 48 square feet). Signs affixed to exterior of building shall be architecturally compatible with the style, composition, materials, colors, and details of the building. Box Panel signs shall not be permitted on any building.
- f) In cases where businesses have rear or side parking lots additional signs notating parking and location of business shall be permitted.
- g) No sign shall be constructed or installed without review of the Developer and proper permits and approvals granted by the Town of St. John.
- h) Signage attached to Commercial Units shall carry an information face and shall consist of metal or other material with backlighting. No vinyl or plastic strip signs shall be allowed.
- i) Two monument signs shall be permitted at the entrance way of the Development, with a total of five (5) monument signs located in the Development, as per PUD Development Plans.

## XIII. LANDSCAPE DESIGN & MAINTENANCE STANDARDS

The minimum landscape standards for the St. John Commons PUD (for the Villas Association, Lifestyle Association, and St. John Commons) shall meet the Town of St. John Landscape Requirements (Article XII), and include the following and as shown on the PUD Development Plans:

- (a) General Design Standards: Landscaping shall be as generally depicted on Appendix C.
- (b) Street Trees: Appendix C
- (c) Villas Lot Landscaping: Appendix C
- (d) St. John Commons Landscaping: Appendix C
- (e) St. John Commons Green Space Landscaping: Appendix C
- (f) Maintenance Standards: The following shall be and is expected in the involved Association Declarations and Covenants for the Real Estate:
  - a. All landscape areas, including green spaces (lawns) shall be subject to a required landscape maintenance program, including seasonal mulching, edging, fertilization, mowing and trimming, weeding, pruning and clean up.
  - b. All lots, whether residential or commercial, shall be subject to a required snow removal program for driveways and sidewalks and store frontage.

## XV. INFRASTRUCTURE ELEMENTS

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The District's infrastructure shall comply with the Zoning Ordinance and the Town's Subdivision Control Ordinance, unless otherwise approved by the Plan Commission or Department of Public Works in consideration of the preservation of the natural topography and environment and in consideration to the unique design and intent of the District.

## XVI. STORMWATER

Minimum Storm Water Standards for the St. John Commons PUD shall meet the Town of St. John standards as reasonably required from the Building Department and Plan Commission. This shall include the following:

- (a) The storm water collection system shall be designed following the St. John Storm Water Ordinance and sized to convey the 10 year, 24 hour storm event.
- (b) The on-site storm water collection system shall be designed to respect the natural drainage patterns of the site and related properties. Inlets, catch basins, and manholes shall be generally located to collect storm water along specified areas of the property to enable the grading plan of the development.
- (c) Locations of Inlets, Catch Basins and Manholes will be positioned to avoid main pedestrian walk routes, trash enclosures and main building entrances.
- (d) Storm Sewer collection system piping shall be made of either Reinforced Concrete Pipe (RCP), Poly Vinyl Chloride (PVC), or High Density Poly Ethylene (HDPE).
- (e) Building roof drains and footing drains may be connected to underground storm sewer system piping to minimize overland runoff to outlets.
- (f) Maintaining a detention pond as located on the St. John Commons map (Appendix G) which may be treated as necessary to provide an aesthetic and recreational amenity to the Development. This detention pond may also serve to accommodate future stormwater tributary source from immediate adjacent commercial development in the area, provided engineer review of sufficient capacity and Town of St. John approval, which shall not be unreasonably withheld.
- (g) Onsite storm water holding facility with a Best Management Practice (BMP) outfall approved by the Town of St. John.

## XVII. REFUSE & RECYCLING DISPOSAL SERVICE

Refuse and recycling disposal service for the St. John Commons PUD shall be scheduled during times that do not conflict with normal hours of operation for the majority of businesses within the Development.

- (a) Single family villas shall maintain disposal waste receptacles within enclosed structures to be placed out on day of service only.
- (b) Multi story condominium buildings shall have their disposal waste receptacles located in an enclosed, exterior area, constructed of similar materials as to the remainder of the condominium/commercial development. Doors/gates to this area shall remain closed unless when being picked up (Locations depicted in Appendix B and C).

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- (c) Commercial locations shall maintain their disposal waste receptacles within enclosed exterior structures, constructed of similar materials as to the remainder of the commercial development. Doors/gates to this area shall remain closed unless when being picked up.
- (d) So as to limit the traffic, weight and wear and tear of refuse disposal service trucks, a single provider shall be identified by the Declarant to service all Owners and Users. The location of trash and recycling structures will be positioned so that they can be readily accessed and not conflict with usage of the Development.

## **XVIII. HOMEOWNER ASSOCIATIONS**

There shall be created a minimum of two Associations, one governing the Villas and the other the Condominiums, which shall effectuate the management and control of those areas. The remainder St. John Commons, Common Areas, shall be under the direction and control of the Declarant or under Covenants and Restrictions recorded regarding same (See Appendix F).

## **XIX. EASEMENTS**

Easements for public and related utilities shall be preserved as outlined according to the areas designated by Zoning Ordinance and the Town's Subdivision Control Ordinance and as further outlined in Appendix B and C.

## **XX. UTILITY SERVICE**

All development within the St. John Commons shall be serviced with Public Utilities from the Town of St. John. Specifically, the development will be provided with the following utilities and associated utility service providers:

Utility Type	Utility Service Company
Sanitary Sewer	Town of St. John Sewer Utility
Storm Water	Town of St. John Storm Water Utility
Water	Town of St. John Water Utility
Electric	NIPSCO
Gas	NIPSCO
Communication	TBD
Communication	TBD

- (a) **Sanitary Sewer Service** for the commercial development on the west side shall be serviced by connecting to an existing Sanitary Sewer Service provided by St. John.
  - a. All Sanitary Sewer Service shall be platted in public utility easements and be dedicated to the Town of St. John's Sewer Utility for ownership and maintenance. All public utility easements shall be a minimum of twelve feet in width and shall be in located that provide the Utility immediate access for maintenance. All Sanitary Sewer Service shall meet St. John Sewer Utility specifications
  - b. All Sanitary Sewer Service connecting buildings to the Sanitary Sewer Lines shall be owned and maintained by the ownership entity of the building that it serves. The Sanitary Sewer Service Lines shall meet the St. John Sewer Utility specifications.

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- (b) **Water Service** for domestic and fire service for the Development area will be provided by connecting to the Town of St. John Water Utility Lines.
  - a. All Water Main lines shall be platted in public utility easements and be dedicated to the Town of St. John Water Utility for ownership and maintenance. All public utility easements shall be a minimum of twelve feet in width and be in locations that the Utility will have immediate access to for maintenance. All water mains shall be constructed in accordance with Town of St. John Water Utility standards and in accordance with St. John Water Utility standard specifications.
  - b. Fire Hydrants shall be spaced and located in accordance with Town Ordinance and with the approval of the St. John Fire Department.
  - c. Water Service Lines connecting buildings to the Water Main Lines shall be owned and maintained by the ownership entity of the building that it serves. The water service lines shall meet specifications defined in the St. John Water Utility Use Ordinance.
- (c) **Electric and Gas Service** shall be provided by NIPSCO and coordinated with said Company or its assignee.
- (d) **Communication Lines** – room for communication shall be maintained in general easement areas and coordinated with communication companies at the discretion of involved owners or tenants.

## XXI. LIGHTING

Site lighting shall be decorative in nature and consistent with the architectural design standards of buildings within the development. All site lighting within the St. John Commons shall adhere to the following requirements for illumination of parking areas, pedestrian walkways and roadways. All site lighting shall comply with involved depictions, as found in Appendix C, or as otherwise described herein.

### Common Requirements:

- a) All exterior lighting shall be designed and constructed to direct light away from adjacent properties.
- b) All exterior lighting shall be arranged and designed with a common light fixture type and with a variety of heights based upon system use. Vehicle and pedestrian lights shall illuminate directly below or inboard of the property such that the point source of the light is not directed viewed by pedestrian or vehicle traffic in adjacent public right of ways.
- c) Parking areas shall be adequately lighted for the safety of pedestrian and vehicle movements.
- d) Decorative wall mounted or ground mounted lighting may be used on building fronts visible to street or parking areas to illuminate buildings and architectural features.

**END EXHIBIT F**