

## **RESTRICTIVE COVENANTS FOR THE LAKES OF THE FOUR SEASONS**

The Property Owners Association of the Lakes of the Four Seasons, hereinafter known as the "Association," hereby adopts and establishes certain covenants, conditions, restrictions, easements, and servitudes that shall run with all parts of the Subdivision and shall be binding upon, and inure to the benefit of, the Association. The covenants, conditions, restrictions, easements, and servitudes so adopted and established (which are hereinafter sometimes referred to as "the Restrictions") are as follows:

### **1. The Lakes of the Four Seasons Property Owners Association, Inc.**

1.1. In General. There has been created, under the laws of the State of Indiana, a not-for-profit corporation to be known as "The Lakes of the Four Seasons Property Owners Association, Inc." Every person who acquires a title (legal or equitable) to any numbered lot in the Subdivision is eligible for membership in the Property Owners Association. The foregoing provision permitting owners of numbered residential lots within the Subdivision to be members of the Property Owners Association is not intended to apply to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money. e.g., mortgagees and land contract vendors. However, if such a person should realize upon this security and become the real owner of a numbered lot within the Subdivision, that person will then be subject to all the requirements and limitations imposed in these Restrictions on owners of numbered lots within the Subdivision and on members of the Property Owners Association including those provisions with respect to rights or privileges and the payment of an annual charge. Any action by the Association will refer to action by the majority of the Board of Directors of the Association unless otherwise specified. The Board of Directors is described in the By-Laws of the Association.

### 1.2. Purposes of the Property Owners Association

1.2.1. The general purpose of the Property Owners Association is that of providing a means whereby the streets and those areas within the Subdivision designated as parks, pedestrian, and other easements on the plats thereof, other recreational facilities within the Subdivision, and all other areas within the Subdivision owned by the Association may be operated, maintained, repaired, and replaced. In furtherance of this purpose the following declaration is made: In the event the streets within the Subdivision are not properly maintained in comparison to their original condition, the then County Supervisors of Roads for Lake and Porter Counties, respectively, shall respectively have the power from time to time to order the Property Owners Association to make proper repair of the streets situated within their respective Counties. Failure on the part of the Property Owners Association to cause the making of the repairs so ordered within 60 days after receipt of the order shall be actionable by suit in a court of competent jurisdiction brought at the instance of the County to compel the Property Owners Association to make such repairs.

1.2.2. An additional purpose of the Property Owners Association is the establishment and enforcement of rules and regulations to govern the use and enjoyment of the streets, easements, real estate and recreational amenities owned by the Association.

### 1.3. Powers of The Property Owners Association

1.3.1. The Property Owners Association through its duly elected Board of Directors shall have any and all powers necessary to enact and enforce regulations not inconsistent with the other provisions of these covenants to provide for the recreation, health, safety, and welfare of its members and their families.

1.3.2. The Association shall have the authority to grant variances from these covenants only in the following circumstances:

1.3.2.1. When the applicant can establish that the strict application of the covenant will result in a severe hardship on the applicant; and

1.3.2.2. When the use and value of the area adjacent to the property which is the subject of the variance, and that of the Subdivision as a whole, will not be affected in a substantially adverse manner; and

1.3.2.3. When the granting of the variance will not be injurious to the health, safety and welfare of the community, nor will it undermine the spirit and intent of the restrictive covenants; and

1.3.2.4. After a public hearing open to all property owners is held before the Board of Directors, notice of which is advertised generally through the Association's Newsletter, or other newspaper with general circulation in the Subdivision, and notice of which is made individually by certified letter to all property owners of record within 300 feet of any portion of the lot or lots directly affected by the variance; and

1.3.2.5. After approval by a majority vote of the Board of Directors.

1.3.2.6. All costs involved in the processing of a variance shall be borne by the property owner unless specifically waived in writing by the Board of Directors of the Association.

1.3.3. Power of the Property Owners Association to Levy and Collect Charges and impose Liens.

1.3.3.1. The Property Owners Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to levy, against every member of the Association, a uniform annual charge per numbered single-family residential lot within the Subdivision, as may be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation; provided however, that no such charge shall ever be made against, or be payable by, the Association itself.

1.3.3.2. This annual assessment shall be paid by the member to the Property Owners Association in terms prescribed by the Association for the ensuing year. The Board of Directors of the Property Owners Association shall fix the amount and terms of payment of the annual charge per lot by the first day of April of each year, and written notice of the charge so fixed shall be sent to each member.

1.3.3.3. The Association may assess fines against any person violating any of the regulations promulgated pursuant to the Association powers. Any such fines so assessed shall bear interest from the date of delinquency at the interest rate set in section 1.3.3.4.

1.3.3.4. Any charge, assessment or fine, or any amounts owed to the Association including but not limited to assessments, fines, amenity fees, or user charges, which is not paid by the due date shall be considered past due and shall accrue interest from the date of delinquency at a rate equal to 3% plus the prime rate per annum as published by the Wall Street Journal on the preceding March First. The Association may also file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorneys' fees, which lien shall encumber the lot or lots in respect of which the charge shall have been made, and which notice shall be filed in the office of the Recorder of the County in which the lot or lots so encumbered shall lie. Every such lien may be foreclosed by equitable foreclosure at any time within three years after the date on which the notice thereof shall have been filed. In addition to the remedy of lien foreclosure, the Association shall have the right to sue for such unpaid charges, interest, costs, and reasonable attorneys' fees, in any court of competent jurisdiction as for a debt owed by the delinquent member or members to the Association. Every person who shall become the owner of the title (legal or equitable) to a numbered lot in the Subdivision by any means is hereby notified that, by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Property Owners Association all charges that the Association shall make pursuant to this subparagraph 1.3.3. of the Restrictions.

1.3.3.5. The Property Owners Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association certifying that the assessments on a specified lot have been paid or that certain assessments against the lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Property Owners Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

1.4. Purpose of Assessments. The assessments levied by the Property Owners Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members of the Association and in particular for the improvement and maintenance of the streets and those areas within the Subdivision designated as parks on the plats thereof, and other facilities, amenities, lakes and buildings within the Subdivision owned by the Association.

1.5. Subordination of Lien for Charges. The lien of the charges provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect such lien for charges.

1.6. Suspension of Privileges of Membership. Notwithstanding each member's easement for use and enjoyment reserved in paragraph 8 hereof, the Board of Directors of the Property Owners Association shall have the right to suspend the voting rights (if any) and the right to

use of the parks, amenities, and other recreational facilities of the Association of any member or associate member:

1.6.1. for any period during which any Association charge (including fines) owed by the member or associate member remains overdue;

1.6.2. and during the period of any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association.

## **2. Residential Character of the Subdivision.**

2.1. In General. Every numbered lot in the Subdivision is a residential lot and shall be used exclusively for residential purposes. No structure shall be erected, placed, or permitted to remain on any of the lots except a single-family dwelling house and such outbuildings as are usually accessory to a single-family dwelling house. Certain tracts within the subdivision contain multi-dwelling units.

2.2. Homes within the subdivision consist of single family dwellings and multi-dwelling units. All individual dwelling units within multi-dwelling units are considered to have single lot status for the purposes of these restrictive covenants.

2.3. Prohibition of Residential Use of Accessory Outbuildings, etc. No accessory outbuildings shall be erected on any of the lots prior to the erection thereon of a single-family dwelling house, and neither any such accessory outbuilding nor any temporary structure, including recreational vehicles, shall ever be used as a dwelling house on any of the lots.

2.4. Prohibition of Residential Use of Partially Completed Dwelling Houses. No dwelling house on any of the lots shall be occupied for residential purposes until a county occupancy permit has been issued.

## **3. Restrictions Concerning Size and Placement of Dwelling Houses and Other Structures and the Maintenance Thereof.**

### **3.1. Building Control Committee.**

3.1.1. The Board of Directors of the Property Owners Association shall appoint a Building Control Committee to consist of three members who shall be members of the Association.

3.1.2. No dwelling house, storage shed, tennis court, dog pen or run, outbuilding, swimming pool, or other above ground structure shall be constructed, placed, or altered on any numbered lot in the Subdivision nor shall any boat lift, pier, float, or similar structure be placed entirely or partly within any lake in the Subdivision, unless plans and specifications showing the nature, kind, shape, height, materials, and location thereof shall have been submitted to, and approved in writing by, not less than two members of the Building Control Committee for the Association. In the event the Committee fails to approve or disapprove such plans, specifications, and location within 30 days after

submission, approval will not be required and this paragraph will be deemed to have been fully satisfied.

3.1.3. Neither the Building Control Committee nor any members thereof shall be entitled to any compensation from any owner of a numbered lot in the Subdivision or other interested party for any service performed in the examination of plans or specifications pursuant to this subparagraph 3.1. The Association is entitled to collect reasonable administrative fees for the review of plans, inspection of property and lot processing procedures.

3.1.4. Whenever the Building Control Committee shall approve plans and specifications for a boat lift, boat dock, pier, float, or similar structure, on or extending into any lake, such approval shall constitute a mere revocable license from the Association, or its successor in title to the lake, for the construction, placement, and maintenance of the proposed structure.

3.2. Living Area Requirements for single family-dwellings. The completed living area of every dwelling house that shall be constructed or placed on any numbered lot in the Subdivision (which area shall be computed of the heated and substantially completed areas, excluding the areas of garages, unfinished basements, attics, crawl spaces, and porches) shall be not less than:

3.2.1. 2000 square feet, if the lot is within any area designated "Tanglewood" in the plat of the Subdivision, or is contiguous to any part of any lake;

3.2.2. 1500 square feet for all remaining lots.

3.3. Non-living area requirements:

A garage that has a minimum capacity of two cars shall be built for each new single family-dwelling house.

3.4. Setback Requirements for single family-dwellings.

3.4.1. In General. Except as may be otherwise shown in the plat, no part of any dwelling house or above-grade structure that shall be constructed or placed on any numbered lot in the Subdivision (except fences, the placement of which is provided for hereinafter) shall be less than:

3.4.1.1. eight feet from each side line of the lot;

3.4.1.2. thirty feet from the front line of the lot on lots abutting on 60-foot streets or forty feet on lots abutting on 80-foot streets; or

3.4.1.3. twenty feet, or 25% of the depth of the lot (whichever is greater), from the rear line of the lot, unless the rear lot line shall be either contiguous with a boundary line of the golf course, in which case the depth of the rear setback shall be 25 feet or 25%, of the depth of the lot (whichever is greater), or contiguous with a lake shoreline, in which case the depth of the rear setback shall be 50 feet

or 25% of the depth of the lot (whichever is greater); provided, however, that on any lot whose rear lot line coincides with a lake shoreline there may be constructed and maintained, at or adjacent to the shoreline, any boat lift, pier, or similar structure in respect to the size, design, construction or placement of which the Building Control Committee shall have issued a permit or license.

#### 3.4.2. Particular Rules for Application of Setback Requirements.

3.4.2.1. If the lot line with respect to which a setback measurement must be made is a curve, the lot line shall be viewed from the interior of the lot, and if the lot line, thus viewed, is a convex curve, the measurement shall be made along a line perpendicular to a tangent of the curve that intersects at least one of the side lines of the lot at a right angle; if the lot line, thus viewed, is a concave curve, the measurement shall be made along a line perpendicular to the longest chord of the curve that intersects at least one of the side lines of the lot at a right angle.

3.4.2.2. If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two lot lines that intersect the meandering line shall be determined and, using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

3.4.2.3. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.

3.4.2.4. The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

3.4.2.5. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear setback as defined by 3.4.1.3.

#### 3.5. Fences for single family dwellings.

3.5.1. In General. No part of any fence or wall shall be constructed or placed within the "front yard" of any numbered lot in the Subdivision, that is to say, within that part of the lot that lies between the line of the street on which the lot abuts and the required setback from the front line of the lot. No fence or wall shall be constructed or placed within that part of any lot that is contiguous to either a lake or the golf course that lies within 25 feet of the shoreline of the lake or within 25 feet of any lot line which abuts the golf course, and no part of any fence or wall constructed or placed in the rear setback of any lot that is contiguous to a lake or the golf course shall exceed 3 feet in height. Any fence, other than swimming pool fences required by Indiana State Statutes, that is permitted within the Subdivision and is not subject to the height limitation set out in the immediately preceding sentence may have a height not in excess of 4 feet; provided, however, that every permitted fence, including fences around swimming pools, in the

Subdivision that exceeds 3 feet in height shall be of a type of construction approved by the Building Control Committee.

3.5.2. Measurement of Horizontal Distances for the Placement of Fences. Whenever, in constructing or placing a fence in the Subdivision, it shall be necessary to determine the horizontal distance of a fence location from a curved or meandering lot line, the rules prescribed in subparagraph 3.4.2 of the Restrictions, above, for the establishment of setback lines with reference to curved and meandering lines shall be applied.

3.6. Exterior Construction Materials. The finished exterior of every building constructed or placed on any numbered lot in the Subdivision shall be composed of substantially new materials as approved by the Building Control Committee.

3.7. Diligence in Construction. Every building whose construction or placement on any numbered lot in the Subdivision is begun shall be completed within six months after the beginning of such construction or placement.

3.8. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Subdivision shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed upon any such lot.

3.9. Association's Right to Perform Certain Maintenance. In the event an owner of any numbered residential lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Property Owners Association, such association shall have the right, through its agents and employees, to enter upon the lot and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless two-thirds of such Board of Directors shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be added to and become part of the annual charge to which such lot is subject.

3.10. The above building restrictions apply primarily to single family dwellings; however, major changes in construction to the existing multi-dwelling units, affiliated outbuildings and boat docks, or any changes to any other structure affiliated with the multi-dwelling units, must be submitted to the Building Control Committee for approval.

#### **4. Provisions Respecting Disposal of Sanitary Sewage, Storm Water, etc.**

4.1. Septic Tanks, Water Wells, etc., Prohibited. No septic tank, outside toilet, or individual water well may be constructed, placed, or used on any numbered lot in the Subdivision. No installation for the disposal of sanitary sewage shall be constructed or operated unless the installation shall meet all the requirements of every governmental health authority having jurisdiction and shall have been approved, in writing, by the Association.

4.2. Storm drainage. Neither the discharge from any sump pump nor any storm water coming on any numbered lot in the Subdivision shall be allowed to flow into any sanitary sewerage facility within the Subdivision.

4.3. Ditches and Swales Not to be Obstructed. The Building Control Committee shall not approve plans and specifications for construction of any structure on any numbered lot in the Subdivision on which all or part of an open storm drainage ditch or swale is situated unless such plans and specifications shall provide for the installation of such culverts or for the taking of such other steps as may be specified by the Building Control Committee as will insure that such ditch or swale will remain free and unobstructed. It shall be the duty of every owner of a lot in the Subdivision on which any part of such ditch or swale is situated to keep such part of such ditch or swale continuously unobstructed and in good repair. The Association shall have the power to enforce this provision.

## 5. Easements.

5.1. In General. The Developer has reserved and granted, as hereinafter provided, certain easement rights in the real estate that constitutes the Subdivision. These easement rights are declared to be of a commercial character. No permanent building shall be placed on the easements, but the same may be used for gardens, shrubs, landscaping, and other purposes, provided that such use or uses do not interfere with the use of the easements for their intended purposes. No easement hereby or subsequently reserved or granted by the Developer or the Association shall prohibit any other utility from crossing any such easement with its facilities for the purpose of extending, repairing, or maintaining utility service to any property or properties. All of the Developer's rights have been subsequently assigned to the Association. The easements so reserved by the Developer and the Association are described as follows:

5.1.1. Utility and Drainage Easements. An easement for utility services and for drainage shall encumber the 6-foot wide strip of land that lies contiguous to each side line of every numbered lot in the Subdivision. An easement for similar purposes shall encumber, the 7 1/2-foot wide strip of land that lies contiguous to the rear line of every numbered lot in the Subdivision. An easement is hereby granted to Rural Electric Membership Corporation for all electric equipment required for an underground electrical system; the easement shall encumber the 5-foot wide strip of land that lies contiguous to the front lot line of every numbered lot in the Subdivision. An easement is hereby granted to Northern Indiana Public Service Company and its successors and assigns to install, lay, erect, construct, renew, operate, repair, replace, and maintain underground gas mains and conduits, with all necessary braces and other appurtenances, in, upon, and along that part of each numbered lot in the Subdivision that lies within the 5-foot wide strip of land that lies contiguous to the strip in which Rural Electric Membership Corporation has the easement rights that are described in the immediately preceding sentence. The easement hereby granted to Northern Indiana Public Service Company shall be exercised for the purpose of serving the public in general with gas service, including the right to use the streets where necessary, together with the right to enter upon the easements at all times for any and all of the purposes aforesaid. The numbered lots in the Subdivision shall be burdened by such additional easements as may be shown on the recorded plats.

5.1.2. Special Easement for Certain Sanitary Sewer Facilities. On the recorded plat of the Subdivision there is depicted the location of a line of sanitary sewers. Every numbered lot in the Subdivision that is crossed by a line of sanitary sewers shall be

subject to an easement for the installation, operation, maintenance, repair, renewal, replacement, relocation, or removal of the line of sanitary sewers, which easement shall encumber a strip of land that is 15 feet in width.

5.1.3. Flowage Easement. Every numbered lot in the Subdivision that lies contiguous to a lake shall be subject to a flowage easement to an elevation on the lot equal to the high water elevation of such lake as stated on the recorded plat.

5.2. Rules for Determination of Location of Easements in Certain Cases. The rules prescribed in subparagraph 3.4.2 of the Restrictions, above, for the establishment of setback lines that must be measured from curved or meandered lines may be applied, whenever necessary, and with such adaptations as are necessary, in defining the location of any easement that is to encumber a strip of land contiguous to a curved or meandered line.

## **6. Rules Governing Building on Lots Lying in Two Counties and Governing Building on Several Contiguous Lots Having One Owner.**

6.1. Lots in Two Counties. Certain numbered lots in the Subdivision, including, Lots numbered 59-59A, 60-60A, 61-61A, 62-62A 92-92A, 93-93A, 94-94A, 96-96A, 97-97A, 219-219A, 220-220A, 221-221A, 222-222A, 223-223A, 224-224A, and 225-225A, lie partly in Lake County and partly in Porter County. Setback lines for such lots are as shown on the plat thereof. No dwelling house or other structure shall be so placed on any of the lots as to be partly in one of the Counties and partly in the other, nor shall that part of any of the lots that lies in one of the Counties ever be conveyed separately from the part thereof that lies in the other of the Counties.

6.2. Single Ownership of Several Contiguous Lots. Whenever two or more contiguous lots in the Subdivision shall be owned by the same person(s), and such person(s) shall desire to use two or more of the lots as a site for a single dwelling house, the owner(s) shall apply in writing to the Building Control Committee for permission so to use the lots. Such permission may be granted if the person(s) owes no assessments or fines and is not in violation of any restrictive covenants or Association regulations. Whenever written permission of such a use shall be granted the lots constituting the site for such single dwelling house shall be treated as a single lot for the purposes of applying these Restrictions to the lots, so long as the lots remain improved with a single dwelling house. If any lot is severed from the single site designation, unpaid annual charges for the past five years as to that lot shall become due and payable.

## **7. Certain Activities Prohibited.**

7.1. In General. No activities prohibited, defined as, or held to be a nuisance under Indiana Law shall be carried on within the subdivision, nor any activity deemed obnoxious by the Association.

7.2. Discharge of firearms in the subdivision, except by properly appointed security officers and law enforcement officers acting in their official capacity, is prohibited. A Firearm is defined as anything capable of discharging a projectile to include but not be limited to, firearms, BB-guns, pellet guns and slingshots.

7.3. Signs. No signs shall be displayed on any numbered lot in the Subdivision without prior written permission of the Association. "For Sale", or "For Rent" signs shall not be allowed under any circumstances.

7.4. Animals. No animals shall be kept in the Subdivision, except the usual and non-dangerous household pets. Pets must be leashed or under equivalent control at all times. The Property Owners Association shall have the authority to make reasonable rules and regulations regarding the control of household pets, including, but not limited to the removal of animal waste.

7.5. Vehicle Parking. No vehicle shall be parked on any street or berm in the Subdivision. No truck shall be parked, for overnight (or longer) storage, on any numbered lot in the Subdivision in such a manner as to be visible to the occupants of other lots in the Subdivision or the users of any street, lake, or golf course within the Subdivision, nor shall any stripped-down, partially wrecked, unlicensed, or junk motor vehicle, or any sizable part thereof, be so parked. No vehicle or other object shall be parked overnight in a position that obscures the vision of vehicles traveling on adjacent roads. The Association shall have power to make rules and regulations for the enforcement of this restriction.

7.6. Disposal of Garbage, Trash, and Other Like Household Refuse. No owner of any numbered lot in the Subdivision shall burn or permit the burning out-of-doors of garbage, trash, and other like household refuse, nor shall such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except as permitted in Subparagraph 7.7 below. In order to enhance the appearance and orderliness of the Subdivision, the Association hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate, a commercial scavenging service within the Subdivision for the purpose of removing garbage, trash, and other like household refuse. The terms of service and the charge to be made for such refuse collection and removal service shall be at a level of service and at a reasonable rate commensurate with the services offered and the rates charged by commercial scavengers serving other subdivisions of high standards in the area and shall be subject to change from time to time.

7.7. Concealment of Other Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be so placed and kept as not to be visible from any street, lake, or golf course within the Subdivision at any time except the times when refuse collections are being made.

7.8. Fuel Storage Tanks are prohibited on numbered lots in the Subdivision. The term "fuel storage tank" shall not apply to approved containers of six (6) gallons or less stored in such a manner so as not to be visible from any street or adjoining lot.

7.9. Concealment of Clothes Lines, etc. All outdoor clothes poles, clothes lines, and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, lake, or golf course within the Subdivision.

7.10. Maintenance of Unimproved Lots. The owner of an unoccupied numbered lot in the Subdivision shall at all times keep and maintain such lot, and the improvements (if any)

thereon, in such a manner as to prevent its becoming unsightly and, to this end, shall cut all unsightly growth on such lot and shall prevent the accumulation of rubbish and debris thereon.

7.11. Restriction of Construction of Model Houses, etc. No owner of any numbered lot in the Subdivision shall build, or permit the building, thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Property Owners Association. The Board of Directors of the Association has the power to make rules and regulations concerning Open Houses and Model Homes.

### **8. Ownership, Use, and Enjoyment of Streets, Parks, and Recreational Amenities.**

No Dedication of Streets, etc. Each of the streets depicted in the Subdivision plats, except County Road 100S, County Road 2758, County Road 725W, and the proposed connection between County Road 275S and County Road 250S, in Porter County, Indiana, and 109th Avenue, 123rd Avenue, and Randolph Street, in Lake County, Indiana, is a private street, and every park, recreational facility, and other amenity within the Subdivision is a private park, facility, or amenity, and neither the Developer's Association 'execution or recording of the plat of the Subdivision, nor the Developer's or Association 'doing any other act or thing in respect to the plat of the Subdivision is, or is intended to be, or shall be construed as, a dedication to the public, except as noted above, of any of the streets, parks, recreational facilities, and amenities. An easement for the use and enjoyment of each of the streets, areas designated on the Subdivision plats as parks, and areas designated on the Subdivision plats as pedestrian easements is reserved to the Association; to the persons who are, from time to time, members or associate members of the Property Owners Association; to the members of The Lakes of the Four Seasons Golf and Country Club; to the residents, tenants, and occupants of the multi-family residential buildings, and all other kinds of residential structures that may be erected within the boundaries of the Subdivision; and to the invitees of all the aforementioned persons. The ownership of the other recreational amenities within the Subdivision, including the lakes, dams, beaches, lake access tracts, golf course, parks, tennis courts, clubhouses and adjacent clubhouse grounds, shall be in the Association and the use and enjoyment thereof shall be on such terms and conditions as the Association shall from time to time license.

### **9. Motor Vehicle Speed Limits.**

The speed limit for all of the roads in the Subdivision will be 20 miles per hour unless otherwise posted, except for the following roads; North, East, West and South Lake Shore Drives, Sunnyslope Drive, Kingsway Drive, and 4 Seasons Parkway; which are the major traffic arteries in the Subdivision and shall have a speed limit of 25 miles per hour unless otherwise posted. Appropriate postings of these speed limits shall be made but the speed limit will be assumed to be 20 mph if not specifically posted otherwise. The Property Owners Association shall have power to enforce this restriction by the imposition of fines and to make and likewise enforce other motor vehicle traffic regulations. Every such fine shall be paid promptly upon its being assessed; delinquent fines will be subject to the conditions described in section 1.3.3.4. above.

### **10. Restrictions in Respect of Power Boats.**

No power boat of any kind may be used on Trouthaven Lake or Lake on the Green. No boat powered by a motor having a horsepower rating in excess of 10 horsepower shall be operated on Big Bass Lake and Big Bass Lake shall be a no wake lake. No boat of any kind shall be permitted on any of the golf course ponds.

### **11. Provisions in Respect of Lakes and Lots Contiguous Thereto.**

11.1. In General. Certain numbered lots in the Subdivision are, as aforesaid, contiguous to one of the lakes that have been established within the boundaries of the Subdivision; the water in, and the land under, each of the lakes is owned by the Association. Each of the lakes is depicted in the recorded Subdivision plats of the Subdivision, and the normal pool water elevation and the high water elevation of each of the lakes are also indicated on the plats. The title to any of the contiguous lots shall extend only to the shoreline of the lake to which such lot is contiguous, as the shoreline would be established if the water elevation in the lake were at an elevation one vertical foot above the normal pool water elevation indicated in the Subdivision plats and as the shoreline may hereafter be established by the water, at an elevation one vertical foot above normal pool water elevation, by erosion from the shoreline. No landfill shall be placed in any lake. Seawalls shall be contiguous to the shoreline and shall not extend more than three feet beyond the shoreline. Seawalls shall be constructed only pursuant to plans and specifications approved by the Building Control Committee. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to the lake or with respect to the lake, the land thereunder, the water therein, or its or their elevation, use, or condition, and none of the lots shall have any riparian rights or incidents appurtenant; provided, further, that title shall not pass by reliction or submergence or changing water elevations. The Association, shall have the right at any time to dredge or otherwise remove any accretion or deposit from any of the lots in order that the shoreline of the lake to which the lot is contiguous may be moved toward or to, but not inland beyond, the location of the shoreline as described above. Title shall pass with such dredging or other removal as by erosion.

11.2. Reservation of Easement in Association for Operation of Lakes. The Association reserves to itself, such an easement upon, across and through each of the lots contiguous to one of the lakes as is necessary in connection with operating any of the lakes. Without limiting the generality of the immediately preceding sentence, the Association shall not be liable for damages caused by ice, erosion, washing, or other action of the water.

11.3. Reservation of Right in Association to Change Water Elevations in Lakes. The Association reserves to itself, the right to raise and lower the elevation of any of the lakes, but the Association shall not raise the high water elevation of any of the lakes to an elevation above that indicated on the Subdivision except as may be needed on a temporary basis.

## **12. Rights of First Refusal.**

Whenever the owner of any numbered lot in the Subdivision shall receive a bona fide offer to purchase the lot, which offer is acceptable to the owner, the owner shall offer to sell the lot, at the price and on the terms contained in the bona fide offer, first to the owner of the lot on the right of the prospective seller's lot, next to the owner of the lot on the left of the prospective seller's lot, and, finally, to the Association. Such offerings may be made simultaneously, and shall include a copy of the proposed contract. The offerees shall have 10 days within which to accept or refuse such offer. If all of the offerees refuse to purchase the lot at the price and on the terms proposed in the contract, the owner shall be free, to sell the lot at the same price and terms contained in the bona fide offer. The "lot on the right," for purposes of this paragraph 12, shall be the next lot on one's right hand as one faces the rear of the lot.

The Rights of First Refusal do not apply to multi-dwelling units, these rights, if any, shall be governed by the restrictive covenants which apply to the specific associations.

### **13. Charges for Water and Sewage Disposal Service.**

6. Every owner (legal or equitable) of a numbered lot in the Subdivision shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for water and sewage disposal services at the rates therefore that shall be established by the public utility serving the Subdivision with the approval of the Public Service Commission of Indiana and to comply with the terms of service that shall be established by such public utility with the approval of such Commission.

### **14. Titles, etc.**

The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

### **15. Duration of the Restrictions.**

The foregoing covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2011, at which time said covenants and Restrictions shall be automatically extended for successive periods of 5 years unless changed in whole or in part by vote of those persons who then are the owners of forty percent of the numbered lots of the Subdivision.

### **16. Remedies.**

If any violation of any of the Restrictions for which a variance has not been granted shall occur or be threatened, the party to whose benefit the particular Restriction inures may proceed at law to recover damages for, or in equity to prevent the occurrence or continuation of, the violation. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of the Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the reoccurrence or continuance of the violation or the occurrence of a different violation.

### **17. Severability.**

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

### **18. Approval of these Restrictive Covenants supercedes all previous covenants and agreements governing the lots and multi-dwelling units within the subdivision.**

Adopted January 1, 2001 by a majority vote of members of the LOFS POA

