

**FOURTH AMENDMENT TO PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS AND EASEMENTS  
FOR**

**Westwood Hills at Elbel**, Section One, consisting of Lot 1 inclusive and recorded as instrument #9538710 on November 16, 1995, and Westwood Hills at Elbel, Section Two, consisting of Lots 2 - 32 inclusive and 36 - 49 inclusive and recorded as instrument #9638684 on September 27, 1996, and Westwood Hills at Elbel Phase Two, consisting of Lots 50 - 100 inclusive and recorded as instrument #9734389 on August 22, 1997, St. Joseph County, Indiana as more particularly described in Exhibit "A" (legal descriptions) the recorded final plats of Westwood Hills at Elbel Sections One and Two, and Westwood Hills at Elbel Phase Two, which said plats are incorporated herein and made a part hereof.

All the lots in said Westwood Hills at Elbel (hereinafter sometimes referred to as "Westwood Hills at Elbel" or "this subdivision"), shall hereinafter be referred to as "the lots" or "the lot" or the "homesite," and the lots shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said subdivision; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said subdivision, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners present or future, of any land or lot included in said subdivision shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation hereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. The restrictions and limitations imposed upon said subdivision are as follows:

**1. Design Review Committee**

(a) In order to maintain harmonious structural design, no building for the principal use of residential dwelling or any other structure may be erected on any lot, unless and until the plans, specifications, and exterior colors of all structures therefore have been approved in writing by the Design Review Committee.

(b) There is hereby created the Design Review Committee which shall consist of three (3) persons appointed by Westwood Shores Associates, Inc. or assigns hereinafter referred to as the "Developer," or its successors and assigns who shall serve until they are removed by the Developer or have resigned. Notwithstanding anything in this instrument to the contrary, the Westwood Hills Homeowners Association, Inc. shall not be deemed to be the successor or assign of the Developer for purposes of appointing persons to, or until all of the lots in this subdivision have been sold and have had residences constructed thereon, whichever shall first occur. This Committee may designate any one of its members to act on its behalf. In the event of any vacancy on the Committee, the Developer shall appoint a replacement. At the option of the Developer the committee shall continue to operate under the auspices of the Developer even after the incorporated homeowners associations has been set up.

(c) The Committee shall have the authority to approve all plans and specifications for all structures to be erected in the subdivision or the authority to delegate portions of the approval process as defined by the Developer. No construction of any structure shall be commenced until the Committee shall have issued its written approval. All plans and exhibit "B" (included in covenants) shall be submitted for preliminary written approval prior to breaking ground for home by the lot owner or builder. Request for additional information may be necessary for final written approval. All plans must obtain final written approval from the Design Review Committee. All brick on submitted plan must be shown in detail on elevations. The decision of the Committee shall be entirely within its discretion.

(d) The Developer reserves the right to delegate Design Review duties to the established Homeowners Association for the purpose of approving yard barns, fencing, decks, swimming pools, detached storage buildings, residential additions or any future structural improvements submitted for approval. The Homeowners Association shall provide written approval in all delegated submittals. If this delegation becomes applicable it does not include future submittals of new home construction within the sub-division. All new home construction plans shall continue to be submitted to the Design Review Committee as stipulated above.

(e) The authority of the Committee shall expire twenty (20) years after the date of the recording of this Plat. In the event, the Developer, its successors, and the Committee do no exist, 80% of the record title owners, of said lot(s), shall act as said Design Review Committee.

**2. Land Use**

**(a) Building Type.** No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) cars; exceptions may be made to this section only if they are unanimously approved in writing by the Design Review Committee. The requirement that each homesite shall be used solely for residential purposes shall not apply during the time that the homesite is being used by the Developer or any home builder in the promotion, development, or improvement of the lots during which time the lot may be used as an office or model for sales and promotional purposes. Residency in any structure shall not be permitted until the exterior of the home has been 100% completed. Occupying a motor home as a residence in this subdivision is not permitted.

**(b) Home Occupations.** No lot or lots shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the residence dwelling and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: a) No sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; b) No commodity sold upon the premises; c) No person is employed other than a member of the immediate family residing on the premises; and d) No mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

### 3. Design Review

**(a)** No building or other structure shall be erected, constructed, placed, maintained, or altered on any lot, nor shall the natural topography or drainage of any lot be altered, until the construction plans for the structure or for the topographical alterations have been approved by the Design Review Committee. The plans must show floor plan, quality of construction, materials, outside colors to be used, harmony of external design with existing structures and location with respect to lot lines, topography and finish grade elevations. Geothermal heating units must be approved by the Design Review Committee. In addition, the site plans must show placement of driveways. Two sets of complete plans must be submitted and will be retained in Developer's office. The committee's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. All rights of copyright in any plans or specification or design are waived by the submission to the Committee.

**(b)** Lot owners warrant to maintain the wooded integrity of said subdivision, and therefore hereby agree to make all diligent efforts to save as many trees as possible. No tree of more than sixteen (16) inches in diameter shall be removed unless actually necessary for construction purposes. The Developer represents that he has made a diligent effort to maintain and save all trees during the sub-division construction process, however lot owners warrant to not hold Developer liable for any future dead trees. Lot owner should be advised that local utility companies sometimes cut tree roots in the process of installing utilities to the home.

**(c)** The exterior siding material of all residences shall be aluminum, vinyl, brick, redwood or cedar lap: no vertical Masonite siding shall be permitted. All residences, unless noted otherwise herein, must be faced with brick or stone, or a minimum of approximately 20-25% of available surface area for partial brick or stone front, depending on the architectural style of the home, as approved by the Committee. The only exceptions to this restriction will be by the written consent of the Committee. Architectural style, size, and location of home are all factors in the approval process. The roof pitch of all residences shall be in compliance with the requirements of the St. Joseph County Building Code or not less than 6" / 12", whichever is the more restrictive, and shall maintain a minimum of a one foot overhang. Solar panel installation and location must be approved in writing by the Developer prior to construction. All sides of the house shall have a least one window unless a variance is granted by the Committee.

**(d)** The placement of all buildings shall be determined by the Design Review Committee in advance of the construction of any such improvement. It is the sole responsibility of the lot owner or his builder to provide actual finished floor elevations of the home for review by the Design Review Committee. However, the builder remains responsible for the existing finished floor elevations. No alterations of location or any improvement prior to construction shall be made and no improvement shall be physically placed in any other position than that located by the Design Review Committee without approval of the Design Review Committee. All expense with regard to such location placements and the actual physical staking for the location of such physical improvement shall be borne by the lot owner.

**(e)** Neither the Developer, the Design Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake

in judgment negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage, well or septic system problems resulting therefrom. Every person and entity who submits plans to the Design Review Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action. Neither the submission of any complete sets of plans to the Developer's office for review by the Design Review Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent lot owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

**4. Dwelling Size**

**(a) General Restrictions.** No dwelling shall be permitted on any lot with a living floor area of the main structure, exclusive of one-story open porches and garages, of less than the following number of square feet for the following types of dwellings.

Lots 1 - 23, inclusive, 37 - 49 inclusive, 50 - 56 inclusive, and 82 - 98 inclusive, the minimum square footage shall be as follows:

<b>Type of Home</b>	<b>Minimum Square Footage</b>
Ranch Style	2000 square feet
2 Story	2200 square feet

Lots 24 - 36 inclusive, 57 - 60 inclusive, 66 - 81 inclusive, and 99 - 100 inclusive, the minimum square footage shall be as follows:

<b>Type of Home</b>	<b>Minimum Square Footage</b>
Ranch Style	2200 square feet
2 Story	2400 square feet

Lots 61 - 65 inclusive, shall have a minimum of 30 - 50% brick front depending on design with a minimum square footage as follows:

<b>Type of Home</b>	<b>Minimum Square Footage</b>
Ranch Style	2400 square feet
2 Story	2700 square feet

Exceptions may be made to this section only if they are unanimously approved in writing by the Design Review Committee. When a home is being constructed, walk-out lower level finished living areas can be used to partially attain square footage requirements. Up to 150 square feet can be allocated towards achieving the square footage requirements, subject to review by the Design Review Committee.

**(b) Garages.** All dwellings must have a full-size attaching garage which is capable of storing at least two (2) automobiles but not to exceed space for three (3) automobiles. The only exception is four (4) automobiles permitted on specified lots with pre-approved plans by the Design Review Committee.

**5. Building Location**

No building shall be located on any lot nearer to the right-of-way line than the minimum building setback lines as shown on the recorded Plat. However, the Developer reserves the right to determine if a minimum setback of 40 feet would apply. Each building shall be located no nearer than eight (8) feet from any side lot line but shall have a total combined width for the two (2) side yards of not less than twenty (20) feet. No dwelling shall be located closer than forty (40) feet to any rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed so as to permit any portion of a building on a lot to be located nearer than eight (8) feet from any side lot line or twenty (20) feet from any building on an adjacent lot, whichever distance is greater. All homes to be staked by a Registered Land Surveyor. Developer reserves the right to approve the site plan prior to home staking.

**6. Easements**

**(a)** There are strips of ground variable in width, as shown on this plat, and marked "Easement" reserved for use as roads, or for maintenance/creation of any ponds or recreational/drainage easements, or signage and landscape easements, and for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and overland drainage flows, subject at all times and for the benefit of the proper regulatory authorities, the Developer, or the Homeowners Association, and to the easement herein reserved. The owner(s) of

the lot(s) containing said easements, their successors and assigns shall take their titles subject to said use of the easements.

**(b)** The recreation easements delineated on this subdivision are easements reserved for the use by the Developer of said subdivision, the property owners contiguous to said easements, and their successors and assigns. The specific rights to use said easements are outlined here and in the “Additional Protective Restrictions, Covenants, Limitations and Easements for the Lake Lots.” Recreational/drainage easements are reserved for the exclusive use by the owners of contiguous lots, unless otherwise noted. No permanent structures shall be erected or maintained upon said strip of land except as noted in Paragraphs 7 and 8, regarding screening of non-access easements. Any structures in recreational easement areas shall be approved in writing by the Design Review Committee.

**(c)** No changes shall be made in the grading of any lot areas used as drainage swales as initially provided which would alter the flow of overland storm drainage runoff, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities. Furthermore, any utility company, in setting utility poles, shall have the right to set anchor poles at any change of direction of their lines. Such anchor poles may be set on any lot line outside the easement and not more than ten (10) feet from the rear line of any lot. All utility pedestals and transformers shall be erected on or within five (5) feet of the nearest corner lot. Location of utilities transformers and pedestals is at the utility company’s discretion. Lot Buyer shall grant utility companies additional easement if necessary to service lots. In an attempt to preserve trees along the road right of way, utility companies may request a slightly wider easement. Trees located in the utility easement are subject to trimming or cutting if necessary by the utility companies.

**(d)** The lake maintenance/utility easements delineated on this subdivision are easements reserved for the use by the Developer of said subdivision and the utility companies. The Developer reserves the right to use said easements for the purpose of right-of-way and easement for construction, operation, use, maintenance, repair, renewal, and removal of facilities necessary to provide for the maintenance of the lake and its immediate surrounding environs as those limits are defined by said retention/drainage easements. The rights of the utility companies are outlined in the deed of dedication for this subdivision plat.

**(e)** The signage and landscape easements delineated on this subdivision are easements reserved to the Developer of said subdivision its successors and assigns. The Developer reserves the right to construct sign(s), and landscaping features, per the St. Joseph County Zoning Standard, in order to identify said subdivision and/or to provide for the promotion and effect the sale of the lots or structures in said subdivision.

**(f)** The right-of-way and/or maintenance easement area for the County is used to maintain the roadway. The County expects its employees to exercise due care, but the County is not responsible for damage to mail boxes, planters, decorative stones, posts, fences or sprinkle heads within this area. Mail boxes should be placed so that the front of the mail box is two (2) feet from the edge of the pavement. Where there is a stone or paved shoulder, the mail box may be placed even with the edge of the shoulder but no closer than two (2) feet from the pavement. Brick mail boxes should be placed one (1) foot behind the concrete curb or as required by the County right-of-way and/or maintenance easement standards, which ever is the more restrictive. Individual lot owners are responsible for the planting and mowing of grass in any applicable easement area on said lot. The Homeowners Association maintains the right to mow any easement area as needed, at the expense of the lot owner, if the lot owner fails to properly maintain the area.

**(g)** Developer reserves the right to excavate a pond within the lake maintenance and recreational/drainage easement on lots 28, 29, 30, 31, and 32 of Westwood Hills at Elbel, as shown on the recorded plat. If pond on said lots is excavated, initial cost of excavation shall be incurred by the then current property owner, as referenced in the original property owners purchase agreement.

**(h)** If the actual boundaries of any pond or lake/easement as built or currently exists, vary from the boundaries of the pond/lake on the Plat, then the easement granted herein shall extend to the boundaries of the pond/lake as built or currently exists. There exists on lot 42, a recreation area easement, (with dimensions of roughly 56.25’ x 118’), designed exclusively for the use by all residents of Westwood Hills at Elbel. A gazebo is located within said recreation easement and is limited to the use by Westwood Hills at Elbel residents and their invitees only, subject to the restrictions in paragraph 9 hereof. Residents with lots that are not contiguous to Great Blue Heron Lake are limited to the use of only that area which is included in the recreation area easement as noted on the recorded plat. Only those residents whose lots are contiguous to the lake are permitted full access to the whole lake subject to the restrictions outlined in the “Additional Protective Restrictions, Covenants, Limitations and Easements for the Lake/Pond Lots.”

**(i)** The drainage easement between lots 44 and 45 of Westwood Hills at Elbel, as shown on the recorded plat, may also be used as a lake maintenance easement. The swale that is located within this easement is for the purpose of draining water from the Primrose roadside swale to the lake. Current owners or future owners of lots 44 and 45 shall not have the right to install any structure or landscaping that would prevent the water from

traveling all the way to the lake. There exists a drainage pipe along the north border of lot 44 and the south border of 42 and 43, all within the existing lake maintenance/drainage easement on said lots. This drainage pipe exist to drain the water accumulating in the road side swale along Primrose Road. Said drainage pipe shall be maintained by the owners of lots 42, 43, and 44. There also exists a drainage pipe along the west border of lot 36 within the existing utility & drainage easement. An additional ten (10) foot utility & drainage easement exists on the adjacent lot and is located along the common property line of lot 36 for a combined twenty (20) foot utility & drainage easement, ten (10) feet being on each lot. Said drainage pipe shall be maintained by the current owner of lot 36 and future owners of the adjacent lot. In both cases of the above said drainage pipes, St. Joseph County Government shall not be responsible for maintaining these two drainage pipes and all cost to maintain or repair shall be that of the above designated lot owners.

## **7. Protective Screening**

(a) Protective screening areas are established as shown on the recorded Plat and are noted as “non-access easements.” Except as otherwise provided herein regarding street intersections under “sight distance at intersections,” plantings shall be retained and maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a screen fence or landscaping or wall or utilities or drainage facilities, shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

(b) In addition, no screen planting over thirty-six (36) inches high shall be permitted between the building setback line and front lot line on all lots. No screen planting over thirty-six (36) inches high shall be permitted within thirty (30) feet of the rear lot line of pond lots. No screen plantings whatsoever shall be permitted on any shoreline area or back yard, so as to not obscure the overall view of the pond for the other lot owners.

## **8. Perimeter Fencing and Retaining Walls**

(a) Perimeter fencing shall be permitted in the rear or side yard only not to exceed four (4) feet high. If split rail fencing is approved, black coated chain link fence may be applied over the split rail when necessary. A privacy fence around an immediate patio of not more than six (6) foot must conform to present architectural standards as set by the style of home thereon built.

(b) The placement, style, and height of all fencing shall be submitted to the Design Review Committee for written approval. Any variance from the above stated fence requirement shall be submitted to the Design Review Committee for written approval. No fencing to be installed in easement areas unless approved in writing by the Design Review Committee. No chain link fencing is permitted on lot 61 unless by written approval by original homeowner of lot 62 as long as original owner is still in possession of lot 62.

(c) Retaining walls may be required if a significant grade change exists, or is created by the process of grading between lots. The placement, style, and height of all retaining walls must be approved in writing by the Design Review Committee. Retaining walls along a perimeter lot line that poses a significant danger because of the drop off shall utilize a protective landscape screening.

(d) This paragraph is not to be construed to prohibit the planting or maintenance of hedges, shrubbery or trees.

## **9. Nuisances**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood. No laundry shall be permitted to be hung outside on any lot in the subdivision.

## **10. Temporary or Prohibited Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, tool shed, storage shed, or other outbuilding of any nature, except for a construction trailer used during construction of the residential dwelling, shall be used on any homesite at any time, either temporarily or permanently. Semi-tractor and trailer, school buses, modular homes, mobile homes, motor homes and house trailers are prohibited.

## **11. Pools, Tennis Courts, & Playground Equipment**

(a) No above ground, partially in-ground\*, or on-ground pools shall be permitted. Only permanently installed, fully in-ground\*\* pools shall be permitted. Detailed plans showing, size, placement, materials and fencing, must be approved in writing by the Design Review Committee prior to installation. It is highly recommended that written approval is obtained prior to ordering any materials. It is the intent of the Developer

that this building restriction prevent temporary pools which sit on top or partially into the ground, regardless of permanently planned decks that would be installed around pools.

\*Partially in-ground pool is defined as any pool whose sides rest in “partial contact” with the earth.

\*\*Fully in-ground pool is defined as any pool whose entire surface of the sides rest in “full contact” with the earth.

(b) No tennis courts shall be permitted unless approved in writing by the Design Review Committee.

(c) Evergreen screening around playground equipment may be required at the discretion of the Design Review Committee.

(d) One (1) basketball post with a mounted backboard may be installed along the driveway of a homesite and no closer to the road than forty feet. The basketball backboard shall not face the road and must be kept in neat repair. Basketball posts shall not be left up without a backboard attached to it.

## 12. Detached Buildings

The construction and/or placement of detached storage buildings will not be permitted unless approved in writing by the Design Review Committee.

## 13. Driveways, Chimneys, and Sidewalks

(a) **Driveways.** No stone or cinder driveways shall be permitted. All driveways are to be a minimum of twelve (12) feet wide and must be constructed of asphalt, brick, or concrete. If constructed of asphalt, the depth of the asphalt shall be at least (3) inches thick. If constructed of concrete, the driveway shall be at least four (4) inches thick. Circular drives in front of homes (if any) may be a minimum of eight (8) feet wide. The gutter line of the road shall not be filled or “wedged” with asphalt or any material.

(b) **Chimneys.** All fireplace exterior chimneys shall be of masonry construction with brick or stone exterior. Acceptable alternatives to masonry exterior chimneys would be a “direct vent” fireplace with Committee approval or an interior chimney with brick or stone veneer above the roof. All interior chimney fireplaces, whether a wood burning or fully gas types, must have a brick or stone veneer vent above the roof. Any chimney variance from the above restrictions must be approved by the Design Review Committee. Vinyl sided chimneys are not permitted.

(c) **Sidewalks.** A concrete sidewalk shall be constructed by the lot buyer on each homesite along the entire frontage of any through street and along Primrose Road, but not cul-de-sac streets. Placement of sidewalks along Primrose Road to be determined by Developer. Final grade of sidewalks, placement, finish, and design to be approved by the Committee. Homeowners are responsible for maintaining their portion of the sidewalk whether located in a county right-of-way or not. This includes keeping the sidewalk free of ice and snow. The Westwood Hills Homeowners Association and/or current owner is responsible for any needed maintenance and liability insurance for any portion of a common area sidewalk whether located in a county right-of-way or not. This includes the gazebo and front entry wall areas if applicable.

(d) Standard sidewalk design to be as follows: 1.) Width as per approved by the Design Review Committee, and at least four inches thick. 2.) Located five feet behind curb, or as required by the committee 3.) Break lines five feet apart with a broom finish. 4.) Sidewalk poured through driveway, not abutting up to driveway. 5.) Sidewalks that meet County Right-of-Way must be handicap accessible. All sidewalks must adhere to ADA standards. Call the County Engineering Department for details.

## 14. Signs

(a) No sign of any kind shall be displayed to the public view on any lot or home except one sign of not more than five (5) square feet advertising the home for sale or rent, or a sign of any dimension used by a builder or Developer and approved by Developer to advertise the property during the construction and sales period. There is reserved to the Developer, its successors and assigns, the right to construct signs or maintain information boxes as they desire in order to foster the promotion and effect sales of lots or structures in said development, in addition said right exists in landscape easement areas, including within the entrance island areas of the subdivision.

(b) Developer reserves the right for placement and location of county street signs. No sign shall be permitted on a vacant lot advertising the lot and/or the asking price, for resale except the signs of approved builders or developers unless approved in writing by the Design Review Committee. Advertising in local magazines, newspapers, and direct mailings or listing lot in MLS service, with broker of your choice is an effective alternative.

(c) Developer reserves the right to photograph vacant lots, landscaped areas, homes during construction, and finished homes, and use these photos in advertising to foster the promotion and effect sales of lots or structures in said development.

## **15. Animals, Livestock and Poultry**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner. Subject to county code, horses would be permitted. No dog may be permitted to run at large.

## **16. Debris, Garbage, and Refuse Disposal**

No lot, or contiguous lot during the construction period, shall be used or maintained as a dumping ground for rubbish or brush. Trash, garbage, or other waste shall not be kept except in sanitary containers. During the construction period for any house, the builder or lot owner shall place a construction dumpster on each homesite or available for use by each homesite for the disposal of trash. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lot shall be used for the storage of old lumber, cars, materials or debris including grass clippings. Firewood may be stored on a lot, but stored in an orderly and sightly manner and appearance. All vacant lots shall have the weeds and brush mowed within the first 30 feet so foliage does not exceed twenty-four to thirty inches in height. A lien in favor of the Developer or Association shall be granted if lot owner fails to comply with keeping vacant lot or improved lot neat in appearance, or if lot owner fails to remove a dead tree from lot in a timely fashion and Developer or Association is forced to do so for public safety or aesthetic reasons.

## **17. Sight Distance at Intersections**

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## **18. Completion Date and Landscaping Requirements**

(a) Any structure begun must be completed within a period of one (1) year from the date of beginning, or thereafter completely removed. Lot owner shall not permit any improvement which has been partially or totally destroyed by fire, or other casualty, to remain in such a state for more than three (3) months from the time of such destruction or damage.

(b) The side, front and rear yards of each lot shall be planted with grass seed, sod or ground cover, and landscaped unless otherwise approved by the Design Review Committee, within one hundred and twenty (120) days (weather permitting) after the structure is completed, or the structure is occupied as a home, whichever is earlier. Wild flowers are permissible; however, they may be used only as a minor accent to landscaping.

(c) A minimum of four (4) trees of at least eight (8) feet in height and four (4) inch caliper must be planted along with the initial landscaping of the yard. The Design Review Committee may waive this requirement if it has been determined, in its sole discretion, that the lot currently has an adequate number of trees.

## **19. Developer's Option to Repurchase and Right of First Refusal**

In the event that a residential dwelling meeting the requirements of these restrictions is not completed on any lot within a period of two (2) years from the date on which such lot is conveyed by the Developer to the purchaser thereof, unless such two (2) year period is extended by a written instrument duly executed by the Developer, the Developer shall thereupon have the right during the ensuing twelve (12) month period commencing on the second anniversary date of such conveyance to repurchase such lot from the current owner of such lot, free and clear of all liens and encumbrances except current property taxes which shall be prorated to the date of closing, at the same price at which the Developer sold such lot to the original purchaser thereof, without payment of interest or any other charges, upon the Developer serving written notice upon the current owner of such lot of the Developer's intention to exercise its option and effect such repurchase, notwithstanding whether the current owner of such lot was also the original purchaser thereof. The closing of such repurchase shall take place at the Developer's office not later than thirty (30) days from the date of the giving of such written notice to the current owner of such lot, who shall take such actions and shall execute such documents, including a warranty deed to such lot, as the attorneys for the Developer shall deem reasonably necessary to convey good title to such lot to the Developer, free and clear of all liens and encumbrances as aforesaid, Developer or its assigns shall be given the first right to repurchase any vacant lot within the subdivision that is offered for resale.

## **20. Fuel Storage Tanks**

Fuel storage tanks are not allowed. This includes the prohibited use of large bulk propane LP gas tanks to heat the home or garage.

## **21. Lot Division & Future Land Development**

(a) There shall be no subdivision or sale of any lot by a homeowner for the purpose of building an additional dwelling.

(b) Land contiguous to the subdivisions' perimeter lots could ultimately be developed by either the developer or other proprietors of the contiguous land.

## **22. Lighting**

A dusk to dawn light (or gas light) of the type approved by the Design Review Committee shall be installed by the builder or lot owner on each lot in front of the front building setback line, approximately 20' to 40' behind curb. If electric, post lights shall be equipped with automatic operators (electric eye) to provide light from sundown to dawn. If street lights exist and are not working properly, homeowners closest to the existing light are responsible to contact American Electric Power to advise them of the malfunctioning light. The power company continues to charge the Association a fixed monthly fee for the operation of the light regardless of whether it is working properly or not.

## **23. Recreational or Commercial Vehicles and Parking**

No recreational or commercial vehicles, including but not limited to, campers, trailers, trucks, dune buggies, or boats may be used as a temporary residence or kept in open areas in this subdivision, whether such open areas are on or off the lot of any lot owner. No vehicles of any type shall be parked on the street of the Subdivision except for the temporary parking of vehicles of guests of owners of lots.

## **24. Homeowners Association**

(a) The Westwood Hills at Elbel Homeowners Association Inc., hereinafter referred to as the "Homeowners Association, or "Association," which shall be an Indiana corporation, shall be created by the Developer at his option acting on behalf of the owners and future owners of lots in this subdivision. The Association may be formed for, and engage in, such other activities as may be beneficial to the lot owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association," as defined in the Internal Revenue Code.

(b) Each owner of a lot in this subdivision shall be a member of the Association and shall be entitled to cast one (1) vote at all meetings for each lot that is owned. The Developer is considered to be a member in good standing and is allowed to cast one vote per lot owned, even though dues will not be levied against Developer owned lots as stipulated in paragraph 24 (d) below. However, the Developer is expected to maintain Developer owned lots as specified herein.

(c) The purpose of the Association is to manage, operate, maintain, improve, and support financially all lakes and ponds, all park, common, and easement areas, all landscaped entrance ways, and all street lighting, fountains, and accent lighting, the performance of its responsibilities listed in Paragraph 28 and the provision of such security services as may be deemed advisable and practical in the sole discretion of the Association or, until such time as the Association is created by the Developer, in the sole discretion of the Developer, and all purposes as the membership deems necessary, including that of providing a means for the promulgation and enforcement of all rules and regulations necessary to the governing of the use and enjoyment of the lakes/retention ponds and shoreline areas in the subdivision and such other common areas and/or facilities as may be conveyed to the Association. After its creation by the Developer, the Association shall conduct a meeting at least once each year to organize itself and to elect its officers.

(d) The Association shall adopt By-Laws for its government and may levy and collect dues. The Association shall have the authority to impose and collect annual assessments for the operation, maintenance, and improvements of the following: street lighting; fountains and accent lighting; mowing of park areas, other "common areas," or applicable easements; lakes and ponds, the performance of its responsibilities listed in Paragraph 28; operation and maintenance of any and all machinery, equipment, services, and common areas necessary to carry out such purposes, including subdivision insurance cost and applied deductibles, and all legal and professional fees, directly related to the Association's duties and responsibilities, and the provision of the aforesaid security services; provided, however, that the total of such dues and assessments levied against such lot shall not exceed One Hundred Seventy Five Dollars (\$175.00) per year for non lake and/or dry retention pond lots and Three Hundred Dollars (\$300.00) per year for year round water retaining lake and/or retention pond lots. Those assessments shall be levied equally on each lot as applicable in all additions to and sections of the recorded Plat of Westwood Hills at Elbel, once said future Addition or Section has been brought into the jurisdiction of the

Incorporated Homeowners Association by the Developer at his option. However, no such assessments or annual dues shall be levied against any lot while the same remains in the ownership of the Developer. All lots in this subdivision, other than lots owned by the Developer, its successors or assigns, shall be subject to said annual dues and assessments. Requirements of this paragraph supersede any language that are cited in the associations' adopted By-Laws.

(e) Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. Any such assessments or annual dues shall be prebilled by the Association to the owner of each lot during the month of January of each year and shall be due and payable within thirty (30) days. Each January, an itemized statement of the previous year's expenditures will be provided by the Homeowners Association to all lot owners. Any overpayments up to the maximum of \$175 for each non lake and/or dry retention pond lot owner and a maximum of \$300 for each year round water retaining lake and/or retention pond lot owner will be applied to next year's budget. If a lot within the subdivision has been determined to be un-buildable, homeowners dues on these specific lots shall no longer be required.

(f) Said dues and assessments, including interest, costs of collection and attorneys' fees, if any, as hereinafter provided, shall be a lien in favor of the Association upon all lots against which such dues and assessments are charged until discharged by payment or released by the Association, which lien may, but need not, be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana, provided however that no lien shall accrue or be charged against any lot owned by the Developer, its successor or assigns, as referenced in paragraph 24 (d) above. Notwithstanding anything to the contrary herein, the Association need not file or record or send any notice with respect to any lien or liens or bring suit thereon within any time specified in the mechanic's lien statutes of the State of Indiana to enforce the same. The Association may, but need not, publicly record such notices of undischarged liens arising hereunder as it deems appropriate and may, but need not, bring a separate independent action in any court to enforce payment of, or to foreclose, the lien created hereunder. Provided further, that any person purchasing or dealing with said lot may rely upon a certificate signed by the President or Secretary of the Association showing the amount of such certificate, and the Association shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate unless the amount thereof is shown in the said certificate. The within above-described lien is subordinate to any first mortgage lien. The Association may also enforce the restrictions concerning accumulations of rubbish, weeds, or trash, and if any lake lot owner shall fail to properly maintain the shoreline area contiguous to his lake lot to the satisfaction of the Association, then the Association shall have the right to provide such maintenance and to include the cost thereof as an assessment against the lake lot with respect to which said labor and materials are furnished to its contiguous shoreline area, and said assessment shall be a lien upon the lake lot as provided in this Paragraph. The Association may own any land for use by all or less than all of the lot owners as a "common area." Any past-due annual dues, assessments, or other charges assessable hereunder shall incur a five dollar (\$5) penalty per month commencing thirty (30) days after same become due and with attorneys' fees, and shall be due and payable without relief from valuation and appraisal laws.

(g) Until such time as the Association is created by the Developer, or until such time as any future additions or sections are brought into the jurisdiction of an existing incorporated Homeowners Association, the Developer, acting on behalf of the Association to be formed, shall be entitled to carry out the responsibilities assigned to, and enjoy and exercise the rights and powers granted to, the Association pursuant to these restrictions; provided, however, that the total of such dues and assessments levied by the Developer in such capacity against each non lake and/or dry retention pond lots shall not exceed One Hundred Seventy Five Dollars (\$175.00) per lot per year, and Three Hundred Dollars (\$300.00) per year for year round water retaining lake and/or retention pond lots, so long as the Association has not been created and the Developer is acting in such capacity on behalf of the Association to be formed.

(h) Existing fountains shall be operational for a minimal amount of time to insure proper water quality during warmer months, except when fountains are down for maintenance or repair. Developer reserves the right, to utilize improvements, streets, common areas, and easements within this subdivision, such as fountains, electrical outlets, the gazebo, or other common areas, for the purpose of promotion and sale of lots or homes in said development. This can include, but not be limited to, sales vehicles, tents, spec homes, open houses, and home shows. Until such time as the Association is created by the Developer and after the Association is formed, the Developer or assigns shall be entitled to utilize the improvements as stated above. Any required keys for locks shall be provided to the Developer by the Homeowners Association if locks are changed.

(i) In the case of severe weather or acts of God, the Developer or the Incorporated Homeowners Association shall have the authority to act on behalf of the safety and wellbeing of the homeowners. This could include authorizing the removal of fallen trees, removal of debris, or the removal of snow from all roads within the subdivision. All cost related to this authorization shall be paid from homeowners dues which may necessitate a

special assessment on all sold lots.

(j) The Developer or the Incorporated Homeowners Association shall have the right to hire an independent management company to operate the subdivision in the event that the association for any reason is unable to fulfill its duties as specified above. All fees from said management company shall be paid from homeowners dues which may necessitate a special assessment on all sold lots. If the Association is already formed and is negligent in the maintenance and overall attractiveness of the subdivision, the Developer reserves the right to perform or hire out the needed task within said common areas. All costs, including management fees and legal fees, incurred by the Developer to bring subdivision back to an attractive level shall be the responsibility of the Homeowners Association.

## **25. Utilities and Television Antennas**

(a) All public utility services, either in the streets or on any lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible. No outside above-ground television, A.M., F.M., or short wave radio antennas of any type, shall be erected or maintained on any lots or structures in this subdivision. Each lot owner may, however, have on his homesite no more than one (1) satellite dish not more than one meter in diameter for electronic signal reception. No satellite dish may be placed in either the front or the side yards of a lot. The antenna must be placed, to the extent feasible, in locations that are not visible from the street or other common property. The placement and size of the satellite dishes must be approved by the Design Review Committee before placement on any lot. Protective screening may also be required by the Design Review Committee. All street or lot lighting shall be situated on posts with no lines visible. To assure the enforcement of this restriction, the Developer, for itself, its successors, and assigns, does hereby agree:

(b) To prohibit the erection and use of overhead wires, poles, and other facilities of any kind, including but not limited to those associated with electrical, television, cable or telephone service, either electrically or by telephone from poles and overhead wires around the perimeter of the subdivision or development. Nothing herein should be construed to prohibit Developer from installing street lighting at Developer's choice of locations if serviced by underground wire or cable;

(c) To require that the owner of any building erected on the property install an electric service entrance of sufficient capacity to meet present and future requirements of the occupants in accordance with the engineering standards of the electric utility company;

(d) To require owners to assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement or expansion of the underground service facilities. Owner to assume all responsibilities and cost if owner chooses to substantially alter the grade in the utility easement, which would result in the utility company relocating their lines to provide adequate protection for said line;

(e) To require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities; and

(f) To require that the owner of any building erected on the property must pay any cost differential for underground service laterals.

## **26. Septic Systems and Wells**

(a) Wells for a source of water for each lot shall be drilled to a minimum depth of one hundred twenty (120) feet or down into the "prime" aquifer and be a four (4) inch diameter well.

(b) A sanitary septic tank shall be installed at the lot owner's expense for each dwelling erected in the tract. Such septic tank shall be of a type and construction and so located on the individual lot as to be approved in writing by the appropriate regulatory agency as required in St. Joseph County. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in this tract or any lot thereon unless and until municipal sewer service may be installed at which time all lots must be connected for use of such sewers. Proper installation and maintenance of the septic system extends the system's life. Colored toilet tissue and tobacco should not be allowed to enter the septic system. Use of the garbage disposal should be strictly limited. The septic tank should be cleaned about every 2 to 3 years. In addition, larger field systems and dosing pumps may extend the life of the septic system. Developer makes no warranty as to the performance of on-site septic systems and shall be held harmless in the event of any septic system failure.

(c) The St. Joseph County Health Department utilizes data from soil borings taken from each lot to determine septic areas, and has final determination for septic system requirements, regardless of any other information furnished. Additional soil borings may be required by the county health department. Any cost related to the additional soil borings shall be paid solely by the lot owner. Neither the Developer, Design Review Committee, nor any member thereof, nor any of their respective heirs, personal representative, successors or

assigns shall be responsible to provide soil borings for those lots that currently do not have soil borings. Soil compaction can be detrimental to septic system performance. The Developer recommends to rope off septic area prior to start of construction for the purpose of preventing construction vehicles from compacting the soil within the septic area.

## **27. Fires**

No fire shall be permitted to burn upon any street or roadway in this subdivision.

## **28. Retention Ponds and Lakes**

(a) Certain lots in this subdivision contain all or a portion of a retention pond or lake. Each such retention pond/lake is subject to the jurisdiction and control of the St. Joseph County, Indiana, Drainage Board. The responsibilities of the Homeowners Association with respect to each such retention pond or lake and/or the owners of any lots bordering or containing all or a portion of a retention pond or lake shall be as follows:

(b) To arrange for the mowing of the retention pond portion of such lot, if such mowing is not done by the St. Joseph County, Indiana, Drainage Board;

(c) To maintain with respect to the retention pond portion of such lot a comprehensive public liability insurance policy having a combined single limit of liability of not less than Five Hundred Thousand Dollars (\$500,000) and a comprehensive umbrella public liability insurance policy having a combined single limit of liability of not less than Two Million Dollars (\$2,000,000) additional to such underlying coverage, which policies shall list the owner as an additional insured thereunder; and

(d) Each owner of a pond lot shall indemnify and hold harmless the Developer, the Association, all other pond lot owners, and their successors and assigns, against all loss or damage incurred as a result of injury to any persons or damage to any property, or as a result of any other cause or thing, arising from, or relating to, the existence, condition or use or access to any pond by any person who gains access to such pond over or across such owner's lot with such owner's permission or concurrence, including but not limited to all expenses incurred by the Developer, Association, and all other pond lot owners in defending against any such liability, claim or action for damages, including reasonable attorneys' fees. Some ponds are designed to be full of deep water year round and homeowners shall be aware of the potential for danger in and around these ponds, and shall exercise the utmost caution when in the vicinity of the ponds.

(e) Unless otherwise provided for, access to the year round landscape/retention ponds and lakes shall be limited to the lot owners who have contiguous land to the ponds or lakes and the easement surrounding said pond or lake. Developer and or the association reserves the right to use water from retention ponds or lakes for the purpose of watering trees and/or landscaped common areas within the subdivision. Furthermore, the Developer, their successors and assigns, reserves the right to use water from retention ponds or lakes for the purpose of watering trees located on Developer owned lots until such time all lots have been sold.

Year round landscape/retention ponds and lakes shall be kept free of debris and maintained at all times in a reasonably clean condition. Maintenance of the landscape/retention ponds and lakes shall include providing such aeration and chemical treatments as are necessary or appropriate to retard stagnation, maintain the water level and quality within acceptable variances, and control weed and algae growth. The year round landscape/retention ponds and lakes shall be so maintained by the Developer until the Association is formed, and thereafter by the Association. However, during the home construction process it is the responsibility of the lot owner to prevent soil erosion from their site, from washing into the retention pond or lake, thus silting over the pond or lake and inhibiting drainage. For year round ponds and lakes, small landscape stone or approved material may be required to be placed along the water's edge. If stone is required design shall be consistent with Design Review approved contiguous lots.

(f) Prohibited Activities: All uses not specifically permitted in paragraph 45 (b) herein are prohibited.

## **29. Swales and Ditches**

Roadside standard ditches, or swales, if any, whether adjacent to roads or along or near property lines for drainage purposes shall be constructed in accordance with St. Joseph County, Indiana specifications adopted by the County Commissioners and in effect at the time of said construction, and such ditches or swales shall not be filled in. Where required by the St. Joseph County Highway Department or Developer, culverts shall be installed and maintained and kept clear by the homeowner on the homesite where such culverts are installed, so as to allow the free flow of surface water. Owners of lots 1, 2 and 3 of Westwood Hills at Elbel shall install a culvert (minimum of 12") or open swale for the conveyance of water from the north to the south. Design and placement to be determined by Developer. Builder to verify if county will require culvert under driveway.

## **30. Compliance by Builder, Lot Owner with Soil Erosion Control Plan**

(a) The Developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15 relating to Storm Water Run-off Associated with Construction Activity. All land disturbing activity undertaken by Builder or Builder's subcontractors shall comply with the Developer's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. During the construction of each structure, every reasonable effort shall be made, by the Builder and/or lot owner, to control erosion on the construction site in accordance with recommendations issued by the Soil and Water Conservation Service, United States Department of Agriculture.

(b) The Builder shall also indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Builder, Builder's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Developer.

(c) Developer represents that the shoulder of the road, approximately fifteen (15) to twenty-five (25) feet behind the curb, has been seeded and straw bales placed or silt fencing installed in certain locations to aid in erosion control. Lot owner and Builder will do their diligence in making every effort to keep soil from eroding onto the roadway and contiguous lots. Builder/lot owner will be responsible for any damage caused by erosion.

### **31. Conveyance of Common Area to Association**

If applicable, the Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to all common areas in this subdivision to the Homeowners Association not later than five (5) years after all lots in this subdivision have been sold by the Developer, its successors and assigns.

### **32. Waiver or Amendment of Covenants**

(a) The Design Review Committee may, in its sole discretion, waive a requirement contained herein or permit an alternate thereto, where it is convinced, in its sole discretion, that a waiver or modification in connection with such matter is consistent with the purposes of these restrictive covenants and the nature of the subdivision.

(b) It is expressly provided that the Developer, its successors, or assigns, shall have the exclusive right for a period of ten (10) years from the date of recording of this Plat to amend any or all of the restrictions or covenants herein contained; except that the Developer, its successors or assigns, shall not, during such ten (10) year period, increase the One Hundred and Seventy Five Dollar (\$175.00) per year for non lake and/or dry retention pond lots and Three Hundred Dollars (\$300.00) per year for year round lake and/or retention pond lots limitation on the total dues and assessments which may be levied annually by the Homeowners Association, against the designated lots. Such amendment shall be evidenced by the recording of a written amendment signed and recorded in the Office of the Recorder of St. Joseph County and shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot. After ten (10) years from the date of recording of this Plat, these Restrictions and Limitations, including the provision of paragraph 24, which places a One Hundred and Seventy Five Dollar (\$175.00) or Three Hundred Dollars (\$300) as applicable maximum on the total dues and assessments which may be levied annually by the Homeowners Association against the designated lots, may be amended at any time by the recording of such amendment executed by the owners of the fee title of not less than ninety percent (90%) of the lots in the subdivision, except that no amendment of the provisions of Paragraph 28 shall be effective unless such amendment is also executed by the owners of the fee title of not less than one hundred percent (100%) of the lots containing all or a portion of a retention pond or lake.

(c) Notwithstanding anything in this instrument to the contrary, the Westwood Hills Homeowners Association, Inc., shall not be deemed to be the successor or assign of the Developer for purposes of amending any or all of the restrictions or covenants herein contained within ten (10) years from the date of recording of this Plat until the Developer has recorded a written instrument assigning such authority to the Association, or until all of the lots in this subdivision have been sold and have had residences constructed thereon, whichever shall first occur.

### **33. Duration of Covenants**

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until November 16, 2015, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners of the fee title of not less than seventy-five percent (75%) of the said lots covered by these covenants and restrictions, it is agreed to change such covenants and restrictions in whole or in part, except that no amendment of the provisions of Paragraph 28 shall be effective unless such amendment is also executed by the owners of the fee title of not less

than one hundred percent (100%) of the lots containing all or a portion of a retention pond or lake.

#### **34. Separability of Covenants**

Invalidation of any one of the covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these covenants and restrictions shall remain in full force and effect.

#### **35. Enforcement of Covenants**

(a) The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure, is hereby vested in each owner of any lot in this subdivision, and in the Homeowners Association, its successors and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity.

(b) If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title of any of the lots herein before described, the Homeowners Association, its successors and assigns, or the Developer, to proceed either in law or in equity, against such person or persons violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief.

(c) Any infraction or violation of these covenants that may also be a city or county code violation can be reported to the city or county authorities.

(d) In the event that the Homeowners Association, or the Developer should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the owner of such lot or lots against whom such enforcement action is brought, and the Homeowners Association, or the Developer, as the case may be, shall have a lien upon such lot or lots to secure such lot owner's payment of all such costs, which lien may be enforced in the same manner as is provided in Paragraph 24 of these Restrictions.

#### **36. Effective Date**

These Restrictions and Covenants shall be deemed to be attached to and shall be considered a part of the Plat of Westwood Hills at Elbel, effective upon their recording in the Office of the Recorder of St. Joseph County, Indiana or upon final plat approval, whichever occurs first.

#### **37. Home Specifications and Compliance Sheet**

Each Builder and lot buyer is to complete said sheet (attached as Exhibit "B") at the time design approval is requested and return a signed copy to Developer.

## **ADDITIONAL PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS FOR LAKE/POND LOTS IN WESTWOOD HILLS AT ELBEL**

The following lots are considered lake/pond lots as defined in paragraph 38 below: Lots 20, 22, 37, 38, 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 58, 59, 60, 61, 62, 63, 66, 67, 71, 72, 73, 75, 76, 77, 87, 88, and 89.

All the above lake/pond lots and shoreline areas adjacent thereto, shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges herein before set forth; and they shall be considered a part of the conveyance of any lake/pond lot without being written therein. The provisions herein contained are for the mutual benefit and protection for the owners, present or future, of any and all lake/pond lots, and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners of any lake/pond lots, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any lake/pond lot shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation hereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. The restrictions and limitations imposed upon the lake/pond lots and the shoreline areas adjacent thereto, which are additional to the protective Restrictions, Covenants, Limitations and Easements applicable to all lots in this subdivision, are as follows:

### **38. Definitions:**

(a) Lake/Pond Lot - any lot platted for use as a single family residence lot which is contiguous to a shoreline area which in turn is immediately adjacent to any lake/pond in this subdivision.

(b) Lake/Pond - any body of water designated by the Developer as being a lake/pond and shown on the recorded plat as a recreation/drainage easement.

(c) Shoreline Area - that land lying between the then current water line of any lake/pond and the rear lot lines of the lake/pond lots immediately adjacent thereto.

### **39. Permitted Structures on Shoreline Area: Piers, Docks, and Sea Walls**

No boathouse, boat shelter or other structure shall be erected, altered, placed or permitted to remain on any shoreline area and/or be extended into any lake other than a pier or dock not to exceed 15 feet in length and 4 feet in width or a sea wall if such sea wall is unanimously approved in writing by the Design Review Committee. Exceptions may be made as to the dimensions of such piers or docks only if they are unanimously approved in writing by the Design Review Committee. The construction of any pier, dock or sea wall must be completed within a period of thirty (30) days from the date its construction began, or it must be completely removed thereafter.

### **40. Design Review**

(a) No pier, dock or sea wall shall be erected, constructed, placed, maintained, or altered on any shoreline area and/or extended into any lake, nor shall the natural topography or drainage of any shoreline area be altered, until the construction plans for the pier, dock or sea wall or for the topographical alterations have been approved by the Design Review Committee. The plans must show quality of construction, material, outside colors to be used, harmony of external design with existing structures and location with respect to shoreline area lot lines, topography and finish grade elevations. Two (2) sets of complete plans must be submitted and will be retained in the Developer's Office. The Committee's approval or disapproval as required in these covenants shall be in writing.

(b) No pier, dock or sea wall which does not comply fully with such approved plans, and no other structure of any kind whatsoever, shall be erected, constructed, placed or maintained upon any shoreline area and/or extended into any lake, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Whenever the Design Review Committee shall approve plans and specifications for a pier, dock or sea wall to be constructed, such approval shall constitute a mere revocable license from the Developer, or its successor in title to such lake, for the construction, placement and maintenance of such pier, dock or sea wall.

(c) Neither the Developer, the Design Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval of disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any pier, dock or sea wall erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Design Review Committee agrees, by submission of

such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action. Neither the submission of any complete sets of plans to the Developer's office for review by the Design Review Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the pier, dock or sea wall therein described, and no adjacent lake lot owner may claim any reliance upon the submission and/or approval of any such plans or the pier, docks or sea walls described therein.

#### **41. Easements**

(a) Flowage Easement. Each lake/pond lot in the subdivision shall be subject to a flowage easement over and across such lake/pond lot.

(b) Reservation of Easement to Developer for Operation of Lakes/Ponds. The Developer reserves to itself, and its successors and assigns, such an easement upon, across, and through each of the lake/pond lots and the shoreline areas as is necessary in connection with managing, operating, maintaining and improving any lake/pond, including dredging such lake/pond, until such time as the Developer conveys said easement to the Westwood Hills at Elbel Homeowners Association, whereupon said easement shall be reserved to the Association and its successors and assigns.

#### **42. Protective Screening**

No screen planting over thirty-six (36) inches high shall be permitted within thirty (30) feet of the rear lot line of lake/pond lots. No screen plantings whatsoever shall be permitted on any shoreline area or back yard, so as to not obscure the overall view of the lake/pond for the other lot owners.

#### **43. Nuisances**

No noxious or offensive activity shall be carried on upon any shoreline area, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

#### **44. Shoreline Areas**

(a) Exclusive uses. The shoreline area shall be used exclusively by the owner of the lake/pond lot to which such shoreline area is adjacent, and the members of his family residing in his household and his invitees. No other persons are authorized to utilize the shoreline area, except as provided in Paragraphs 41 (b) and 49 hereof. Excepting that area, within the lot boundaries of lot 41, which is designated as a recreation easement for the use of all Westwood Hills at Elbel residents and invitees. A gazebo is located within said recreation easement and is limited to the use by Westwood Hills at Elbel residents and invitees only, subject to the restrictions in paragraph 43 hereof.

(b) Maintenance. The owner of a lake/pond lot shall be responsible for the maintenance of its shoreline area, including but not limited to any pier, dock or sea wall permitted to be erected thereon, and shall keep the same in a neat, clean and orderly condition at his sole cost and expense.

(c) Landscaping. The owner of a lake/pond lot shall be responsible for hydroseeding or sodding the rear yard, and placing small landscape stone or approved material along the water's edge, unless otherwise approved by the Design Review Committee. Proper installation of the stone or other approved material includes placing a porous weed barrier fiber mesh material along the entire shoreline area, then placing the stone or other approved material over the top of the porous weed barrier material. Design shall be consistent with contiguous lots or as specified in writing by the Developer. Such landscaping shall be completed within 120 days after the residence on the lake/pond lot to which such shoreline area is contiguous is completed, or the residence is occupied as a home, whichever is earlier.

#### **45. Lakes/Ponds**

(a) Exclusive Use. Any lake/pond shall be used exclusively by the owners of the lake/pond lots contiguous to the shoreline area immediately adjacent to such lake/pond, and members of their families residing in their households and invitees. No other person, including any owner of a non-lake/pond lot in this subdivision, shall have any right to use any lake/pond, except as provided in paragraphs 41 (b), 44 (a), and 49 hereof.

(b) Permitted Uses. The permitted uses for which a lake/pond may be used by the persons entitled to use such lake/pond are the following, subject to such rules and regulations, including the hours for such permitted uses, as shall be established by the Developer until such time as the Developer conveys such lake/pond to the Westwood Hills at Elbel Homeowners Association, and thereafter by the Association: boating in sail boats of less than 10 feet in length; wind surfing boards; canoes; rowboats; paddle boats; boats propelled by electric motors capable of a maximum speed of five (5) miles per hour provided that all such boats are owned by an owner of a lake/pond lots and are registered in accordance with the aforesaid rules; fishing, however, no ice fishing shanties or other

structures shall be allowed on the surface of the ice at any time; as a Design Review approved water heat pump discharge area, in so far as the discharge does not create a hazard, including, but not limited to any permitted use of the lake/pond.

(c) Prohibited Uses. All uses not specifically permitted in Subparagraph (b) above are prohibited, including but not limited to the following: swimming; ice skating; ice fishing; ice boating; snowmobiling; as a water source for lawn irrigation systems; and boating in any boat powered by an inboard or outboard combustion engine.

(d) Maintenance. Any lake/pond shall be kept free of debris and maintained in a reasonably clean condition by the Developer until such time as the Developer conveys the same to the Westwood Hills at Elbel Homeowners Association and thereafter by that Association.

(e) Scope of Maintenance. Maintenance of any lake/pond shall include providing such aeration and chemical treatments as are necessary to retard stagnation, maintaining the water level within acceptable variances, controlling weed and algae growth, and stocking the lake/pond with fish to the extent determined by the Developer in its sole discretion until such time as the Developer conveys the same to the Westwood Hills at Elbel Association and thereafter by that Association.

#### **46. No Dumping or Burning**

No shoreline area shall be used or maintained as a dumping ground or incinerator area for leaves, grass clippings, trash or other rubbish, nor shall leaves, grass clippings, trash or other rubbish be dumped into any lake.

#### **47. Lighting**

A dusk to dawn light (or gas light) of the type approved by the Design Review Committee shall be installed by the builder or lot owner on each lake lot to the rear of the rear building setback line, which light shall be in addition to the yard light required in the front yard. If electric, post lights shall be equipped with automatic operators (electric eyes) to provide light from sundown to dawn.

#### **48. Delegation of Use**

The owner of any lake/pond lot may delegate, in accordance with such rules and regulations as shall be established, his right of enjoyment of the lake/pond on which the shoreline area to his lot is located to the members of his family residing in his house hold, his invitees and his tenants or contract purchasers who reside in the residence on that lake/pond lot.

#### **49. Compliance with Rules and Regulations**

All persons entitled to use and enjoy the lakes/ponds and shoreline areas shall observe and comply with such rules and regulations governing the operation, use and enjoyment of the lakes/ponds as the Developer, its successors and assigns, shall promulgate and issue.

#### **50. No Puncturing of Lake/Pond Seal**

Any lake/pond lot owner permitting any excavation or dredging which punctures or otherwise disturbs any lake's/pond's seal shall be responsible for all costs of repair, which costs shall be collectible by the Developer until such time as the Developer conveys such lake/pond to the Westwood Hills at Elbel Homeowners Association, and thereafter by that Association, and said costs shall constitute a lien against said owner's lake/pond lot, in the same manner as an unpaid annual assessment.

**Westwood Hills at Elbel**  
**TABLE OF CONTENTS**

**PARAGRAPH**

1. Design Review Committee
2. Land Use and Building Type
3. Design Review
4. Dwelling Size
5. Building Location
6. Easements
7. Protective Screening
8. Perimeter Fencing and Retaining Walls
9. Nuisances
10. Temporary or Prohibited Structures
11. Pools, Tennis Courts and Playground Equipment
12. Detached Buildings
13. Driveways, Chimneys, and Sidewalks
14. Signs
15. Animals, Livestock and Poultry
16. Debris, Garbage and Refuse Disposal
17. Sight Distance at Intersections
18. Completion Date and Landscaping Requirements
19. Developer's Option to Repurchase and Right of First Refusal
20. Fuel Storage Tanks
21. Lot Division & Future Land Development
22. Lighting
23. Recreational or Commercial Vehicles and Parking
24. Homeowners Association
25. Utilities and Television Antennas
26. Septic Systems and Wells
27. Fires
28. Retention Ponds and Lakes
29. Swales and Ditches
30. Compliance by Builder, Lot Owner with Soil Erosion Control Plan
31. Conveyance of Common Area to Association
32. Waiver or Amendment of Covenants
33. Duration of Covenants
34. Separability of Covenants
35. Enforcement of Covenants
36. Effective Date
37. Home Specification & Compliance Sheet

**Additional Protective Restrictions for Lake/Pond Lots**

38. Definitions for Lakes/Ponds
39. Permitted Structures on Shoreline Area: Piers, Docks, and Sea Walls
40. Design Review
41. Easements
42. Protective Screening
43. Nuisances
44. Shoreline Areas
45. Lakes/Ponds
46. No Dumping or Burning
47. Lighting
48. Delegation of Use
49. Compliance with Rules and Regulations
50. No Puncturing of Lake/Pond Seal  
Exhibit "B"

## Exhibit B Design Review Contract

Design Standards for \_\_\_\_\_, lot # \_\_\_\_\_  
 has submitted complete plans on \_\_\_\_\_ with all 4 elevations.  
 Beautification Deposit amount: \$ \_\_\_\_\_

This is a legally binding contract. All parties are advised to seek legal advice if there is any part of this document that is not understood.

	Builder Commitment	Homeowner Commitment	CREG Approval & Comments
<p><i>Please initial to indicate you are in agreement. Please use n/a if not applicable.</i></p> <p>Does site plan include: driveway, sidewalk, post light, drainage flow w/arrows, septic &amp; well, access ramps (if applicable) placements, all on a scaled 30 drawing.</p>	_____	_____	_____

**A Drainage, Elevation & Excavation of Home**

<p>1 Circle if home is a walkout or lookout basement. (Walkout must be reflected on rear elevation.)</p>	_____	_____	_____
<p>2 If house utilizes a walkout basement, builder warrants to have positive drainage away from walkout patio into rear yard so water will not potentially overflow or backup into walkout patio area.</p>	_____	_____	_____
<p>3 Top of basement wall to be _____ above curb.</p>	_____	_____	_____
<p>4 House elevation will be high enough that water will flow to rear &amp; side drainage swale within easements &amp; acknowledges that the flow of the drainage swale will not be blocked. If rear swale is shared across a number of contiguous lot, then water flow and grade design must conform with master drainage plan and to utilize only the prorated share of the total amount of fall. Drainage flow and drainage swales as indicated on site plan conform to the master drainage plan.</p>	_____	_____	_____
<p>5 Place silt fence behind curb &amp; rear yard if pond lot. Clean up dirt in street coming from lot. Cut any tall weeds on lot.</p>	_____	_____	_____
<p>6 Acknowledges that purchase agreement addresses fill material and or heavy soils exist on this lot.</p>	_____	_____	_____
<p>7 When establishing final house elevations, grades, driveway installation; builder to be responsible to coordinate, maintain &amp; relocate, if necessary to achieve minimum grade separation, buried utility lines &amp; relocate above ground utility boxes.</p>	_____	_____	_____
<p>8 Indemnify developer for damage to buried pipe and or wires that exist within utility easements.</p>	_____	_____	_____
<p>9 Builder warrants that the drainage plan for the homesite will not direct water towards the septic area nor onto adjacent lots.</p>	_____	_____	_____

10 (strip lots only) place a swale and culvert along road right of \_\_\_\_\_  
way.

**B Water/Retention Pond lot**

1 Compacted soils to be aerated next to lakeshore to help \_\_\_\_\_  
insure any water overflow can percolate into the earth  
rather than travel closer to foundation.

2 Foundation walls must be waterproofed with rubber coating \_\_\_\_\_  
vs. damp proofing.

3 Warrants basement floor or any rear openings of home to \_\_\_\_\_  
be 2' above highest known water elevation.

4 Puncturing of Lake/Pond seal is prohibited. Any lake/pond \_\_\_\_\_  
lot excavation or dredging which punctures or otherwise  
disturbs any lake's/pond's seal shall be the responsibility of  
the builder and/or homeowners for costs relating to the  
repair of said seal.

**C General Design / Misc.**

1 Total livable Square Foot of home (excluding \_\_\_\_\_  
garage/basement/porch) is \_\_\_\_\_

2 Must drive by the house before you pull into the garage \_\_\_\_\_

3 Heating source: \_\_\_\_\_  
\_\_\_\_ Gas  
\_\_\_\_ Forced air  
\_\_\_\_ Add-on heat pump  
\_\_\_\_ Geothermal

4 Warrants to have dumpster on site and contain all debris in \_\_\_\_\_  
dumpster.

5 Warrants to have concrete trucks clean out only on this lot. \_\_\_\_\_  
Will not traverse or damage contiguous lot, without  
restoring to original condition.

6 Certificate of insurance on file with CREG \_\_\_\_\_

7 \$ Value of home minus lot : \_\_\_\_\_

8 Warrants not to use the exact same style and color scheme \_\_\_\_\_  
as existing contiguous neighbors.

9 Warrants all sides of home to have decorative openings or \_\_\_\_\_  
decorative accents to break up vinyl siding.

10 Builder and subcontractors to use construction entrances \_\_\_\_\_  
when available. Warrants to repair or replace any damage  
to marketing signs and agrees to not damage or disturb any  
contiguous lot staking, if staking is damaged, removed or  
disturbed, cost to repair or replace will be deducted from  
Beautification Deposit.

**D Landscaping & Irrigation**

- 1 Agrees to not cover up or damage any water valves and keep water valve @ top of final grade. \_\_\_\_\_
- 2 Landscaping (foundation plantings, lawn, accent trees, etc) to be installed within 4 months of home completion. Developer does not warrant the condition of any trees on the home site. Builder further warrants to take all necessary steps to not damage trees as or the root systems. \_\_\_\_\_
- 3 Agrees to install plantings to buffer condenser units, gas meters, or any visible mechanical/utility structures \_\_\_\_\_

**E Roof**

- 1 Required roof pitch is minimum \_\_\_\_\_ with a minimum of a one foot overhang with only Architectural-type shingles. \_\_\_\_\_
- 2 Shingle color is: \_\_\_\_\_
- 3 Copper roofs are permitted on bay windows. \_\_\_\_\_
- 4 All roof penetrations to be painted black or color to match the roof \_\_\_\_\_

**F Sidewalks, Drives, Curbs & Streets**

- 1 Is sidewalk required on this lot? If applicable, it is required to be poured through the driveway & be 5' wide, at least 4" thick, with broom finish and tooled joints 5' apart & meet all design standards & ordinances. Sidewalk to be poured through driveway, not abutting driveway. \_\_\_\_\_
- 2 Is this a corner lot outside the City where the sidewalk only runs along the through street and not the cul de sac? \_\_\_\_\_
- 3 Corner lot requires ADA handicapped ramp. Sidewalks that meet Right-of-Way must be handicap accessible and must adhere to all ADA standards. \_\_\_\_\_
- 4 Acknowledges placement of driveway does not conflict with existing water, curb stop, or sewer laterals. \_\_\_\_\_
- 5 Edge of driveway to be at least 50' from corner if possible for safety. \_\_\_\_\_
- 6 Colored concrete must be pre-approved by the DRC. \_\_\_\_\_
- 7 Width of driveway where it meets the curb is \_\_\_\_\_
- 8 Warrants that damage does not exist now & will repair any damage to the asphalt street or curb in front of the lot. If requested, builder will get letter from Governing authority that would allow marginal damage to not be repaired. \_\_\_\_\_

9 Acknowledges that top soil can exist in the set back areas, all driveways and/or sidewalks, shall be excavated and compacted to insure long term viability of the concrete. \_\_\_\_\_

**G Wells and Septic only**

1 To minimize any risk of contaminants, wells should be a minimum depth of 120 feet. To maximize the life and performance of the septic system, the septic system area should be roped off and should not be compacted by heavy equipment or have dirt stock piled over it. Builder warrants that septic and well placement on the lot will not violate the minimum separation distance from well/septic on other lots and from any pond or lake as mandated by the Health Dept. It is advisable to field measure all lots bordering ponds or lakes and not rely on the designated easement, but where the actual water elevation exists. This should be completed prior to any site plan design work. The Health Department, not the developer, mandates all design, size and location requirements for septic systems. \_\_\_\_\_

**H Exterior of home (trim, siding & openings)**

1 **Exterior siding (no Dutch Lap or vertical siding permitted)** \_\_\_\_\_

Type of siding \_\_\_\_\_

2 **Color of siding** \_\_\_\_\_

3 **Windows**

a True round top or an extended elliptical arch to be used. \_\_\_\_\_

b Arches are not permitted on a first floor window if another row of windows is located above. \_\_\_\_\_

4 **Window color (to match trim package)**  
\_\_\_\_\_

5 **Shutters**     **yes**     **no**    \_\_\_\_\_

6 **Color of shutters** \_\_\_\_\_

7 **Style of shutters** \_\_\_\_\_

8 **Front Door - Style & Color**  
\_\_\_\_\_

9 **Color of trim (all trim packages including windows to match, this includes fascia, soffits, downspouts, gutters, etc.)** \_\_\_\_\_

Color of trim \_\_\_\_\_

10 **Type of trim** \_\_\_\_\_

11 **Garage Doors**

a House must have steel raised panel garage door. (32 min. panels for double door and 16 min. panels for single door) \_\_\_\_\_

b Total number of garage doors & dimensions \_\_\_\_\_

c Color of garage door to match trim package. \_\_\_\_\_

**I Exterior of home**

1 Required % of masonry for front of home is \_\_\_\_\_  
Masonry is shown in detail on the blueprint.

2 **Brick (color)** \_\_\_\_\_

3 **Stone (color)** \_\_\_\_\_

4 **Chimneys**

a Any chimney above roof line or on an exterior wall must have masonry clad to match other masonry. (unless masonry chimney is not required) \_\_\_\_\_

b Direct vent fireplaces shall also be permitted, except on front elevations of home. \_\_\_\_\_

5 **Front Porches**

a Acknowledges that wood front porches are not permitted, only concrete front porches will be permitted. \_\_\_\_\_

**J Yard Structures**

1 **Mailboxes & House Numbers**

a Mailbox style & color utilized meets the approved size and design standards shown on Cooreman.com. All mailbox styles must be approved by the Postal Authority, County, and/or City. \_\_\_\_\_

Style:

Masonry (brick/stone to be same as home) - Approval for installation of masonry mailboxes must be obtained from the local governing agency

Villa style mailbox

Step style mailbox - color \_\_\_\_\_

b Location and specifications are determined by the Postal Authority, (see attached map for mandatory locations of all mailboxes) \_\_\_\_\_

- c Height from street to bottom of box: 42" - 48" \_\_\_\_\_
- d Distance from driveways: 10' before driveway or 20' after driveway \_\_\_\_\_
- e Setback distance from curb: front edge or door must be relatively even with back of curb. \_\_\_\_\_

**2 Exterior Lights**

- a Post light is required on this lot. \_\_\_\_\_

**3 Fencing**

- a Has this lot been pre-approved for a fence? \_\_\_\_\_
- b If approved lot for fencing does it meet the approved location & design standards as shown on Cooreman.com.  
  - style of fence \_\_\_\_\_
  - height of fence \_\_\_\_\_
- c Location of fence shown on site plan. \_\_\_\_\_
- d Pool equipment will be screened from the surrounding areas. \_\_\_\_\_
- e Will pool fencing be installed at this time? \_\_\_\_\_
- f Fencing shall not be permitted to substantially block any neighboring lot's view of the lake. \_\_\_\_\_

**K Yard Barns, play equipment & basketball hoops**

- 1 Has this lot been pre-approved for a yard barn? \_\_\_\_\_  
 Approval for outbuildings must meet guidelines as outlined on exhibit "C". Design, style, and plans must be submitted for approval. \_\_\_\_\_
- 2 If approved lot for yard barn does it meet the approved size & design standards as shown on Cooreman.com? \_\_\_\_\_
- 3 Is any play equipment being proposed at this time? (please attach a description and picture) if approved, play equipment must be of high quality and properly screened as required by the DRC. \_\_\_\_\_
- 4 Are any basketball hoops being proposed at this time? (please attach a description and picture) \_\_\_\_\_

**Conclusion & Terms**

In an effort to help maintain the overall appeal of this home & subdivision and maintain strong resale values, we the builder and homeowner warrant the above commitments to be accurate, truthful and what we will actually carry out. We hereby agree to forfeit any design review deposit in the event that an unapproved design was installed and or one of the above commitments was not kept. We also indemnify the developer for all cost that may be incurred to correct a violation or comply with a required design standard. The Builder & Homeowner shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature , which may arise out of or are connected with, any work done or not done by Builder, Builder's employees, agents, or subcontractors which is not in compliance with any building codes or ordinances or herein stated commitments. A violation or lack of enforcement of any of the enclosed commitments does not render any of the other commitments void or unenforceable.

Buyer/Builder authorize CREG to make any necessary site repairs if request for repair is not addressed within 2 weeks of being notified. These repairs may include but are not limited to controlling erosion onto the street, picking up debris that is left over from contractors or blown into contiguous lots, or planting trees for screening purposes. Buyer/Builder agrees that all costs associated with making such repairs as listed above will be offset from the Beautification Deposit.

**Homeowners Signature** \_\_\_\_\_

\_\_\_\_\_

**Builders Signature** \_\_\_\_\_

**Reviewed by:** \_\_\_\_\_ **on** \_\_\_\_\_

**Reviewed by:** \_\_\_\_\_ **on** \_\_\_\_\_