

**PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS AND EASEMENTS FOR**

Westwood Shores at Elbel, consisting of Lots 1-11, inclusive and 14-52, inclusive, and lots 12A & 13B. and recorded on **July 7, 1994** as instrument #**9426587** and on March 12, 1997 as instrument #**9708981** St. Joseph County, Indiana as more particularly described in Exhibit "A" the recorded final plat of Westwood Shores at Elbel which said plat is incorporated herein and made a part hereof.

All the lots in said Westwood Shores at Elbel (hereinafter sometimes referred to as "Westwood Shores 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. Architectural Control Committee.

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 Architectural Control Committee. There is hereby created the Architectural Control 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. 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. The Committee shall have the authority to approve all plans and specifications for all structures to be erected in the subdivision. No construction of any structure shall be commenced until the Committee shall have issued its written approval. Site Plans shall be submitted and approved in writing prior to staking of home by the lot owner. Any brick on plan must be shown in detail on elevations. The decision of the Committee shall be entirely within its discretion. The authority of the Committee shall expire fifteen (15) 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 Architectural Control 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 Architectural Control 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. Architectural Control.

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 Architectural Control 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. In addition, the site plans must show placement of driveways. 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. Three (3) sets of complete plans must be submitted. Two (2) will be retained in the Developer's Office and one will be returned to the builder. 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. Neither the Developer, the Architectural Control 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 Architectural Control 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 Architectural Control 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. All rights of copyright in any plans or specification or design are waived by the submission to the Committee. 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 must be faced with brick or stone, or a minimum of partial brick or stone front, as approved by the Committee. The only exceptions to this restriction will be by the written consent of the Committee. Architectural style, size, & 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.

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. Such minimum square footage will be the following:

Type of Home	Minimum Square Footage
Ranch Style	1800 square feet
2 Story	2000 square feet

EXCEPT THAT

On lots 1, 52, 16 - 22, the minimum square footage shall be as follows:

Type of Home	Minimum Square Footage
Ranch Style	2000 square feet
2 Story	2300 square feet

Exceptions may be made to this section only if they are unanimously approved in writing by the Architectural Control Committee. When a multi-level 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 Architectural Control 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 preapproved plans by the Architectural Control 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.

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 & 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.

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. 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 Architectural Control Committee. No motorized watercraft shall be allowed in any recreational easement and/or ponds. 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.

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.

Any 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.

There exists on the north side of lot 12A, within the 35 ft setback line (adjacent to Olympic Club Drive) of Westwood Shores at Elbel, a signage easement on which the developer reserves the right to place a sign indicating visitors are leaving the development at that point. There exists on the north side of lot 12A, within the 35 ft setback line, a utility easement which includes a breaker panel box & a buried line to service the fountain.

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, they may be placed even with the edge of the shoulder but no closer than two (2) feet from the pavement. 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.

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 13B, a recreation area easement, designed exclusively for the use by all residents of Westwood Shores at Elbel. A gazebo is located within said recreation easement and is limited to the use by Westwood Shores at Elbel residents & their invitees only, subject to the restrictions in paragraph 9 hereof. Residents with lots that are not contiguous to the pond that is adjacent to this easement are limited to the use of only that area which is included in the recreation area easement as noted on the recorded plat.

7. Protective Screening.

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. 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.

8. Perimeter Fencing and Retaining Walls

The only perimeter fencing permitted shall be a rear or side yard split rail (two (2) rails high, not to exceed four (4) feet high) or a privacy fence around an immediate patio of not more than six (6) foot which must conform to present architectural standards as set by the style of home thereon built and be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee. This paragraph is not to be construed to prohibit the planting or maintenance of hedges, shrubbery or trees. Black chain link fence may be applied over the split rail when necessary and with prior approval of the committee. No fencing to be installed in easement areas unless approved in writing by the Architectural Control Committee. Retaining walls along a perimeter lot line that poses a significant danger because of the drop off shall utilize a protective landscape screening. All retaining walls must be approved in writing by the Architectural Control Committee.

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 or 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. Tennis Courts, Pools & Playground Equipment.

No above ground pools shall be permitted. No tennis courts shall be permitted unless approved in writing by the Architectural Control Committee. Evergreen screening around playground equipment may be required at the discretion of the Architectural Control Committee.

12. Detached Buildings.

The construction and placement of not more than two detached storage or pet shelter structures to be used for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property or for the shelter of pets must be of a quality construction and must be maintained in attractive and neat appearance and blend with the established home and be submitted to the Architectural Control Committee for approval before beginning

construction. Any such detached buildings erected shall be erected near the rear one-half (1/2) of said lot and match the decor of the present residential dwelling. The placement and construction of the detached structures are to be submitted to the Architectural Control Committee which Architectural Control Committee shall have the authority to approve or disapprove the placement and construction of detached storage structures, and once approved and erected, the Architectural Control Committee shall have the authority to require protective screening around any detached structure. Metal pole barns will not be permitted. Some lots are not conducive to the placement of detached structures and will not be allowed at the discretion of the Architectural Control Committee.

13. Driveways and Chimneys.

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. All fireplace exterior chimneys shall be of masonry construction. Acceptable alternatives to masonry exterior chimneys would be a "direct vent" fireplace with committee approval or an interior chimney with brick veneer above the roof. New 90% high efficient gas furnaces do not require a chimney. Any chimney variance from the above restrictions must be approved by the Architectural Control Committee. Vinyl sided chimneys are not permitted.

14. Signs.

No sign of any kind shall be displayed to the public view on any lot 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 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, at the entrance of the subdivision. Developer reserves the right for placement and location of County street signs. No "For Sale By Owner" sign shall be permitted on a vacant lot advertising the lot and/or the asking price, for resale except the signs of approved realtors, builders or developers unless approved in writing by the Architectural Control Committee. Advertising in local magazines, newspapers, & direct mailings or listing lot in MLS service, with broker of your choice is an effective alternative. In no event may the price of the lot and or home be on display on exterior signage.

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 slightly manner and appearance. All vacant lots shall have the weeds and brush mowed so foliage does not exceed one foot in height. Said mowing shall apply to all land within the first forty (40') building setback line. 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.

Any structure begun must be completed within a period of one (1) year from the date of beginning, or thereafter completely removed. 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 Architectural Control Committee, within one hundred and twenty (120) days after the structure is completed, or the structure is occupied as a home, whichever is earlier. 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.

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.

21. Lot Division.

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

22. Lighting.

A dusk to dawn light (or gas light) of the type approved by the Architectural Control 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.

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.

The "Westwood Shores 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. 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 purpose of the Association is to manage and to support financially all park, common, & 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. 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. The Association shall adopt By-Laws for its government and my levy and collect dues. The Association shall have the authority to impose and collect annual assessments for the following: the operation of street lighting; the operation and maintenance of fountains, & accent lighting; the maintenance and mowing of park areas, other "common areas", or applicable easements; the performance of its responsibilities

listed in Paragraph 28; and all legal & 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 Fifty Dollars (\$150) per lot per year. Those assessments shall be levied equally on each lot in all Additions to and Sections of the recorded Plat of Westwood Shores at Elbel . 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 billed by the Association to the owner of each lot (accompanied by an itemized statement) during the month of January of each year and shall be due and payable within thirty (30) days. All lots in this Section shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. No proration of dues will be granted by the Association for a partial year of ownership. 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 the lot 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. 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 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 bear interest at the rate of eight percent (8%) per annum 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. 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. Until such time as the Association is created by the Developer, 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 lot shall not exceed One Hundred Fifty Dollars (\$150) per lot per year 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.

25. Utilities and Television Antennas.

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 for electronic signal reception. No satellite dish may be placed in either the front or the side yards of a lot. The placement and size of the satellite dishes must be approved by the Architectural Control Committee before placement on any lot. Protective screening may also be required by the Architectural Control 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:

(a) 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;

(b) 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;

(c) 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.

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

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

26. Buildings, Septic Systems and Wells.

The placement of all buildings, septic systems and wells, including the lot and building elevations, shall be reviewed by the Architectural Control Committee in advance of the construction of any such improvement. 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 Architectural Control Committee without approval of the Architectural Control 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. 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. 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 & use and maintenance of the septic system extends the system's life. In addition, larger field systems & dosing pumps may extend the life of the septic system. 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. Developer makes no warranty as to the performance of on-site septic systems & shall be held harmless in the event of any septic system failure. Developer recommends the use of concrete trucks utilizing pump systems to minimize the compaction of soils.

27. Fires.

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

28. Retention Ponds.

Certain lots in this subdivision contain all or a portion of a retention pond. Each such retention pond 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 and the owner of any lot containing all or a portion of a retention pond shall be as follows:

(a) To reimburse the owner of such a lot for the real estate taxes attributable to the retention pond portion of such lot within thirty (30) days after the owner presents the Association with satisfactory proof of the owner's payment of such taxes;

(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 & 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 shall be limited to the lot owners who have contiguous land to the ponds and the easement surrounding said pond. Year round Landscape/Retention Ponds shall be kept free of debris and maintained at all times in a reasonably clean condition. Maintenance of the Landscape/Retention Ponds 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 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, thus silting over the pond and inhibiting drainage. On lots 12A & 13B of Westwood Shores at Elbel, small landscape stone or approved material shall be placed along the water's edge by the homeowner. Design shall be consistent with contiguous lots.

(f) Prohibited Activities: At no time may the pond or lake be used for recreational purposes, including but not limited to the following: swimming, power boating, snowmobiling and ice-skating or any activity on the ice. The lake and ponds may not be used as a source for landscape irrigation systems. All piers to be approved by the Architectural Control Committee.

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. 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 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. Pipeline Easements.

Within the pipeline easement or right-of-way strip, the following restrictions shall apply. Said lots 35, 36, 37, 33, 32, 31, 30, 29, 28, 27, 26, 47, 10, 11, 12A and 13B are affected. It is agreed that the lot owner, their heirs, successors, and assigns, will permit no building, body of water, mobile homes, trees, and/or landscaping over three (3) feet in height, pools, sheds, or other structure or obstruction to be placed upon said right-of-way strip, and that the dirt covering said pipelines and facilities shall not be added to or removed without Wolverine's written consent. Wolverine shall have the right to cut, trim and remove trees, brush, overhanging branches and all other obstructions which may injure or interfere with the rights hereby granted or reserved along said right-of-way strip.

Notwithstanding any of the foregoing provisions, lot owner, their heirs, successors, and assigns, may permit the construction, operation, repair and maintenance of utility lines, drainage channels, streets, roadways, driveways across said right-of-way strip, and if said crossings are made, it is agreed that Owner, their heirs or assigns, shall reimburse Wolverine, or cause Wolverine to be reimbursed for all of the reasonable and necessary costs for labor and materials incurred by Wolverine in casing, lowering, or otherwise protecting said lines for said crossings.

Wolverine Pipe Line Company also reserves the right to remove any asphalt or concrete paving material for maintenance purposes, if required in the future, at no cost to the owner. Replacement of such material will be at the expense of the owner and at no cost to Wolverine Pipe Line Company.

32. Conveyance of Common Area to Association.

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.

33. Waiver or Amendment of Covenants.

It is expressly provided that the Developer, its successors, or assigns, shall have the exclusive right for a period of five (5) 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 five-year period, increase the One Hundred Fifty Dollars (\$150.00) limitation on the total dues and assessments which may be levied annually by the Homeowners Association, against any lot. 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 five (5) years from the date of recording of this Plat, these Restrictions and Limitations, including that provision of paragraph 24 which places a One Hundred Fifty Dollars (\$150.00) maximum on the total dues and assessments which may be levied annually by the Homeowners Association, against any lot, may be amended at any time by the recording of such amendment executed by the owners of the fee title of not less than seventy-five percent (75%) 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.

34. 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 September 1, 2012, 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.

35. 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.

36. Enforcement of Covenants.

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 a 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. 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. 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.

37. Effective Date.

These Restrictions and Covenants shall be deemed to be attached to and shall be considered a part of the Plat of Westwood Shores 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.

38. Lot 13B Common Area & Lot 32 Maintenance Easement.

That portion of Lot 13B that includes the Wolverine pipeline easement and all land north of the pipeline easement, & the adjacent (to the south) 15' utility easement, which is part of lot 13B shall be reserved for the exclusive use of Westwood Shores at Elbel residents as a common area, and for the maintenance of the fountain in the lot 13B pond. That portion of Lot 32 that is south of the Wolverine Pipeline easement shall be reserved for the maintenance of and access to the fountain located in the pond which exists partially on lot 32.

39. Home Specifications and Compliance Sheet.

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

Covenants for Westwood Shores at Elbel
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3. Architectural Control
4. Dwelling Size
5. Building Location
6. Easements
7. Protective Screening
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9. Nuisances
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11. Tennis Courts and Pools
12. Detached Buildings
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16. Debris, Garbage and Refuse Disposal
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19. Developer's Option to Repurchase and Right of First Refusal
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21. Lot Division
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38. Lot 13 & Lot 32
39. Home Specification & Compliance Sheet

Exhibit "B"

**Amendments
to Covenants & Restrictions for Westwood Shores at Elbel**

recorded March 27, 1997 as Document # 9710744

Paragraph #5

The first line of paragraph 5 should read as follows:

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.**

Paragraph #6

The first line of paragraph 6 should read as follows: _____

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 & for the benefit of the proper regulatory authorities, the developer, or the Homeowners Association, and to the easement herein reserved.

Paragraph #8

Add the following sentence to the end of paragraph 8:

All retaining walls must be approved in writing by the Architectural Control Committee.

Paragraph #14

Paragraph 14 is amended to read as follows:

No sign of any kind shall be displayed to the public view on any lot 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 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, at the entrance of the subdivision. Developer reserves the right for placement and location of County street signs. No "For Sale By Owner" sign shall be permitted on a vacant lot advertising the lot **and/or the asking price**, for resale except the signs of approved realtors, builders or developers unless approved in writing by the Architectural Control Committee. Advertising in local magazines, newspapers, & direct mailings or listing lot in MLS service, with broker of your choice is an effective alternative. In no event may the price of the lot and or home be on display on exterior signage.

By: _____
Steve A. Cooreman, President, Westwood Shores Associates, Inc.

State of INDIANA, St. Joseph County

Before me, the undersigned, a Notary Public in and for said County and State this _____ day of _____ personally appeared Westwood Shores Associates, Inc., by Steve A. Cooreman its President, and acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal

Commission Expires:

NOTARY PUBLIC AND RESIDENT OF ST. JOSEPH COUNTY, INDIANA

Document prepared by Steve Cooreman

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

A Drainage, Elevation & Excavation of Home

- | | | | |
|---|-------|-------|-------|
| 1 Circle if home is a walkout or lookout basement. (Walkout must be reflected on rear elevation.) | _____ | _____ | _____ |
| 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. | _____ | _____ | _____ |
| 3 Top of basement wall to be _____ above curb. | _____ | _____ | _____ |
| 4 House elevation will be high enough that water will flow to rear & side drainage swale within easements & 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. | _____ | _____ | _____ |
| 5 Place silt fence behind curb & rear yard if pond lot. Clean up dirt in street coming from lot. Cut any tall weeds on lot. | _____ | _____ | _____ |
| 6 Acknowledges that purchase agreement addresses fill material and or heavy soils exist on this lot. | _____ | _____ | _____ |
| 7 When establishing final house elevations, grades, driveway installation; builder to be responsible to coordinate, maintain & relocate, if necessary to achieve minimum grade separation, buried utility lines & relocate above ground utility boxes. | _____ | _____ | _____ |
| 8 Indemnify developer for damage to buried pipe and or wires that exist within utility easements. | _____ | _____ | _____ |
| 9 Builder warrants that the drainage plan for the homesite will not direct water towards the septic area nor onto adjacent lots. | _____ | _____ | _____ |

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** _____