

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR RIDGEWOOD CREEK SUBDIVISION

THIS DECLARATION, made this 26<sup>th</sup> day of September, 1984, by Ridgewood Creek, Inc., an Indiana corporation, (hereinafter referred to as the "Developer"). WITNESSETH:

WHEREAS, the Developer is the owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be developed as a planned residential development known as the Ridgewood Creek Subdivision (hereinafter referred to as the "subdivision"), and subdivided portions of the Subdivision will be more particularly described on the plats of the various sections thereof which will be recorded in the office of the Recorder of Porter County, Indiana; and,

WHEREAS, the Developer is about to sell and convey the lots and parcels situated within the platted areas of the Subdivision, and before doing so, desires to subject and impose upon all real estate within the platted areas of the Subdivision mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referring to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the subdivided lots and lands in the Subdivision and the future owners thereof:

NOW THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Subdivision as they become platted are held and shall be held, conveyed, hypothetical or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the platted lands and sale of said lots in the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquired any right, title of interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real

estate in the Subdivision. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or track within the Subdivision as shown on Exhibit A, to exclude any real estate so shown from the Subdivision, or to include additional real estate.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:
  - A. "Association" shall mean the Ridgewood Creek Property Owners Association, Inc., and Indiana not-for-profit corporation, the membership and powers of which are more fully described in paragraph 9 of this Declaration.
  - B. "Building" shall mean any structure, including, but not limited to, each house, dwelling unit, out building, tool or storage shed, or any other above-ground temporary or permanent improvement thereto.
  - C. "Committee" shall mean the Ridgewood Creek Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee.
  - D. "Double Lettered Lots" shall mean any parcel of real estate shown on the recorded final plat to which two (2) letters have been assigned.
  - E. "Dwelling Unit" shall mean any single family dwelling, whether attached to or detached from any other single family dwelling, intended to be used and occupied as a single household.
  - F. "House" shall mean a detached single-family dwelling.
  - G. "Lot" shall mean any Numbered Lot, Lettered Lot, or Double Lettered Lots of real estate described by one of the final plats of the Subdivision, which is recorded in the Office of the Recorder of Porter County, Indiana.
  - H. "Lettered Lot" shall mean any parcel of real estate shown on the recorded final plat to which a letter has been assigned.
  - I. "Numbered Lot" shall mean any parcel of real estate shown on the recorded final plat to which a number has been assigned.
  - J. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, including a fractional interest but excluding those persons having such interest.

- K. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer or the Association by the President or a Vice-President thereof, and with respect to the Committee, by two (2) members thereof.

2. CHARACTER OF THE SUBDIVISION

A. In General. Every Numbered Lot or Lettered Lot in the Subdivision, unless it is otherwise designated by the Developer in the plat, is a residential lot and shall be used exclusively for residential purposes; provided, however, that the Developer may retain a sales office in each in each section of the Subdivision until the Developer has sold all of the Lots in such section. And further provided that the Owner of Lot A shall be permitted to own, operate and maintain a model apartment and office on the said parcel. No structure shall be erected, placed or permitted to remain upon any of said Numbered Lots or Lettered Lots except residential dwellings and such outbuildings as are usually accessory to such use. Each Numbered Lot shall only be used for one detached single-family dwelling and uses accessory and incidental thereto. Each Lettered Lot shall be used for attached single-family dwellings and uses accessory and incidental thereto. Each Double Lettered Lot shall be used as common areas for the enhancement of the quality of life for all persons residing in the Subdivision. All tracts of land located within the Subdivision which have not been designated as residential building sites in the recorded plats shall be used in a manner consistent with the site master plan filed by the Developer with the Porter County Plan Commission and approved as a planned residential development by the Porter County Board of Zoning Appeals. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future applying to the Porter County Plan Commission, or, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning, special exception, or variance needed to accommodate the Developer's modified planned use. However, nothing in the Declaration shall prevent the Developer from subdividing each Lettered Lot and changing the character of its designated use.

B. Residential Use of Accessory Outbuilding Prohibited. No accessory outbuildings shall be erected on any of the lots prior to the erection thereon of the residential dwelling, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a Lot under these Restrictions ever be used as a residence or dwelling House or place of human occupancy.

C. Occupancy or Residential use of Partially Completed Dwelling House Prohibited. No dwelling House constructed on any of the Lots shall be occupied or used for residential purposes of human habitation until it shall have been substantially completed. The determination of whether the House shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLINGS AND OTHER STRUCTURES

A. Minimum Living Space Areas. The minimum square footage of living space of dwelling constructed on various lots in the Subdivision, exclusive of porches, terraces, garages, carports, accessory buildings, or basements or portions thereof, or similar facilities not designed for regular and continuous habitation, shall be designated on the recorded plats of the sections

within the Subdivision.

B. Residential Setback Requirements.

(i) No House or above-grade structure designed to be used in connection with such House shall be constructed or placed on any Numbered Lot in the Subdivision except as provided herein.

(a) Front Setbacks. All dwelling Houses and above-grade structures designed to be used in connection therewith shall be constructed or placed on Lots in the Subdivision so as to comply with the front yard setback lines as established in the plats of the various portions of the Subdivision.

(b) Side Yards. The side yard setback lines shall not be less than eight (8) feet from either side line of the lot.

(c) Rear Yard. The rear yard setback line shall be at least twenty (20) feet from the rear Lot line.

(ii) No building containing attached single-family dwellings, (whether located in the multi-family area or attached housing area) or above-grade structure designed to be used in connection with such building, shall be constructed or placed on any Lettered Lot in the Subdivision except as provided herein.

(a) Front Setback. All buildings containing attached single-family dwellings and above-grade structures designed to be used in connection therewith shall be constructed or placed on Lettered Lots in the Subdivision so as to comply with the setback lines established in the plats of the various portions of the Subdivision.

(b) Side Yards and Rear Yards. The side and rear yard set-back lines shall not be less twenty (20) feet from the adjoining Lot line. Each building containing attached single-family dwellings shall be located no closer to any other building on the same Lettered Lot containing attached single-family dwellings than twenty (20) feet.

C. Fences, Mailboxes and Trees – Tree Control Plan. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, any fence or mailbox must be approved by the committee as to size, location, height and composition before it may be installed. A Numbered Lot must have at least two (2) trees growing upon it in the front yard by the time the House is completed, and if this requires plantings by the Owner, the committee must approve the size and location of such trees. No tree within the Subdivision with a trunk diameter of four (4) inches or more when measured four (4) feet above the ground may be removed without the prior written consent of the Committee.

D. Yard Lights. Each Owner in the Subdivision shall install a yard light on his lot when the dwelling unit is constructed upon said lot. Each owner of a dwelling unit of a Lettered Lot or his governing association shall maintain in good working condition each yard

light installed thereon by the Developer. The type of light and the location of the light on the Lot must be approved by the Committee. Each light must be controlled by an electric eye so that it will be lighted from dusk to dawn.

E. Exterior Construction. The finished exterior of every building constructed or placed on any Lot in the Subdivision shall be natural wood, stone or brick and shall not be of other materials such as aluminum siding , tar paper, rollbrick siding or similar material. No Dwelling Unit shall have metal prefabricated flues, or solar panels that extend above the highest roof line. All driveways must be paved with asphalt or concrete within 120 days after the issuance of an occupancy permit by the appropriate governmental unit.

F. Heating Plants. Every Dwelling Unit in the Subdivision must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of said Dwelling Unit.

G. Diligence in Construction. Every building whose construction or placement on any Lot in the Subdivision is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire, casualty, or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

H. Time in Which to Build Structures. The time or times within which the Owners of the Lots within the Subdivision must construct and complete, ready for habitation, Houses on their Lots after their purchase of the Lot will be designated on the recorded plats of the section within the Subdivision. If a House is not completed upon a Lot within the prescribed time, the Developer shall have the option to repurchase such Lot for a price, in cash, equal to the Owner's cost basis in the Lot, without paying the cost of improvements up to the time of repurchase. This option shall expire if not exercised prior to the time of completion of the House.

I. Prohibition of Used Structures. All structures constructed or placed on any Lot in the Subdivision shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

J. Maintenance of Lots and Improvements. The Owner of any Lot in the Subdivision shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot of improvements from becoming unsightly; and, specifically, such Owner shall:

- (i) Mow the Lot at such time as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (ii) Remove all debris or rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.
- (iv) Cut down and remove dead trees and stumps.
- (v) Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

(vi) Fertilize the lot during the spring and fall of each year.

K. Association's Right to Perform Certain Maintenance. In the event that the Owner of any Lot in the Subdivision shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefor to the Association shall be added to and become a part of the annual charge to which said Lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage for any damage which may result from any work performed hereunder.

L. Association's Right to Provide Services. The Association shall have the option to act for and on behalf of each owner and/or occupant of any unit to contract with any outside agency for the purposes of snow removal from public and private sidewalks within the subdivision, maintenance of common areas, regular pick-up and removal of garbage, trash or other refuse, and for the purpose of general property management. The cost of such services shall, at the option of the Association, be assessed to the unit owners as part of the annual assessment as provided in this Declaration, or be billed directly to the owner of such unit.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

A. Outside Toilets. No outside toilets shall be permitted on any Lot in the Subdivision (except during a period of construction, and then only with the consent of the Committee).

B. Construction of Sewage Lines. All sanitary sewage lines on the Lots shall be designed and constructed in accordance with the provisions and requirements of the Valparaiso Lakes Area Conservancy District. No storm water (subsurface or surface) shall be discharged into sanitary sewers. Copies of all permits, plans, and designs related to the construction of a sanitary sewer service line shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

5. GENERAL PROHIBITIONS

A. In General. No noxious or offensive activities shall be permitted on any Lot or structures in the Subdivision, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Subdivision.

B. Signs. No signs or advertisements shall be displayed or placed on any Lot or structures in the Subdivision without the prior written approval of the Committee, except for a "for sale" sign advertising a Numbered Lot.

C. Pets. No birds, animals, or insects, shall be kept or maintained on any lot, except generally recognized household pets. All pets shall be housed within the Dwelling Unit. When outside the Dwelling Unit, all pets shall be leashed or carried and attended by a responsible person. Under no circumstances shall any pet be kept or maintained on any Lot for business,

commercial, breeding or showing purposes. The Subdivision Control Committee may, from time to time, publish and impose regulations setting forth the type and number of pets kept on any Lot, limits on areas within the Subdivision where pets are allowed, and other reasonable regulations designed to prevent each owner's rest and peaceful enjoyment of his unit and the common areas. Any pet causing or creating a nuisance shall be permanently removed from the Subdivision upon three (3) days written notice from the Board of Directors to the owner of the unit containing such pet, said decision shall be final.

D. Vehicle Parking. No trucks, campers, recreational vehicles, motor homes, vans, trailers, boats or similar vehicles, including unlicensed vehicles, shall be parked longer than 48 hours within any seven-day period on any street or Lot in the Subdivision, unless stored within an enclosed building.

E. Garbage and Other Refuse. No Owner of a Lot shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such refuse be stored on any Lot except as may be permitted in subparagraph F below. All Dwelling Units built in the Subdivision shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed on a lot outside any building shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No Owner of any Lot shall build or permit the building upon said Lot of any House that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any Lot.

I. Ditches and Swales. It shall be the duty of every Owner of every Lot on which any part of an open storm drainage swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for such maintenance upon said Lot as may be reasonably necessary to accomplish the purpose of this subsection.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring without the consent of the Committee.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the Lots nor shall any septic tanks be installed on any of the Lots in the Subdivision without the approval of the Committee.

L. Above-Ground Pools and Towers. No above-ground swimming pools or exterior radio or T.V. Antennas or towers shall be permitted in the Subdivision.

M. Jogging Trail. The jogging trail designated on the double-lettered lots shall be used only for jogging, walking and cross-country skiing. No bicycles, tricycles or motorized

vehicles shall be permitted on or around the jogging trail , except for maintenance purposes.

N. Use of Yards. No permanent clotheslines, playground equipment, outside storage or other similar uses of yards which may prove detrimental to the value of the adjoining Lots shall be permitted except as approved by the Committee.

6. RIDGEWOOD CREEK SUBDIVISION CONTROL COMMITTEE

A. Power of Committee.

(i) Generally, no dwelling, building, structure or improvement (including piers, docks, and sea walls) of any type or kind shall be constructed or placed on any Lot in the Subdivision without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be made in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. In addition, such plans and specifications shall show the proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" - 10', or to such other scale as the committee may require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions.

(ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(b) The design, color scheme or construction materials of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings and structures;

(c) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of the other Owners.

(iii) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions, and no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Subdivision.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. Should the Committee fail to act within the specified time, the requirements of this Article 6 shall have been automatically waived and the Owner's plans shall be deemed to have complied with all requirements hereof. One copy of all submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event of such notifications is one of disapproval, it shall specify the reason or reasons.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

7. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single dwelling House, he shall apply in writing to the Committee for permission so to use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single dwelling House shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single dwelling House.

8. OWNERSHIP, USE AND ENJOYMENT OF COMMON AREA AND RECREATIONAL FACILITIES.

Each Double Lettered Lot depicted on the recorded plats of the Subdivision shall remain private, and neither the Developer's execution or recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common areas or recreational facilities located upon it. A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of it shall from time to time grant, for the use and enjoyment of the common areas and recreational facilities, is granted to the persons who are from time to time members of the Association. Ownership of the common areas and recreational facilities located upon them shall be conveyed from time to time in fee simple title, free of financial encumbrances to the Association. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common areas and recreational facilities to the Association.

9. RIDGEWOOD CREEK PROPERTY OWNERS' ASSOCIATION, INC.

A. In General.

(i) There has been or will be created, under the laws of the State of Indiana, a

not-for-profit corporation to be known as the “Ridgewood Creek Property Owners' Association, Inc.” which is referred to as the “Association.” Every Owner of a Numbered Lot or fractional interest in a Lettered Lot in the Subdivision shall be a member of the Association. If a person holding a security interest becomes an Owner of a Lot as a result of said security interest, he shall then be subject to all the requirements and limitations imposed in these Restrictions on other Owners of Lots and of members of the Association, including those provisions with respect to the payment of an annual charge.

(ii) The Articles of Incorporation of the Association shall provide that each Dwelling Unit within the Subdivision shall be entitled to one (1) vote in matters to be voted upon by the membership of the Association.

(iii) Owners of Lots who are engaged in the business of constructing houses may apply to the Committee for a determination that they own a Lot or Lots not for their own use but for resale. If the Committee determines that such is the purpose for which the Lot or Lots are held, the Owner shall not become a member of the Association and should not be required to pay the annual charge. The determination shall terminate upon the first to occur of (a) revocation by the Committee, (b) sale of the Lot, or (c) occupancy of a residence upon the Lot.

B. Purpose of the Association.

(I) The general purpose of the Association is to provide an entity to which those areas within the Subdivision designated as Doubled Lettered Lots on the plats thereof may be conveyed in order to provide for the operation, maintenance, repair and replacement of said parcels and any improvements located upon them.

(ii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of regulations necessary to govern the use and enjoyment of such common areas and recreational facilities or other amenities and such other recreational facilities within the Subdivision as may be acquired by the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy an annual charge or assessment against the Numbered Lots or fractional interests in the Lettered Lots in exchange for the benefits conferred upon the Owners of the Lots. The Board of Directors of the Association, acting in accordance with the Bylaws of the Association, shall determine, after the consideration of the financial requirements of the Association, the annual charge that will be made. No charge shall ever be levied by the Association against the Developer.

(ii) Every such charge shall be a lien against the respective Lot of each Owner as of the 1<sup>st</sup> day of April of the year for which the charge is made, but the Board may provide that the charge may be paid in quarterly or monthly installments. The Board of Directors of the Association shall fix the amount of the annual charge by the 1<sup>st</sup> day of March of each year, and written notice of the charge so fixed shall be sent to each member prior to the 1<sup>st</sup> day of April.

(iii) Any charge levied or assessed against any Numbered Lot or fractional interest in

a Lettered Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot as of April 1. Should any Owner fail to make any payment when due, such charge shall bear interest from and after the due date at the rate of 4% per annum above the prime rate being charged at Valparaiso banks until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the Lot or Lots subject to charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or cost, including attorneys' fees, incurred by the Association in collecting the same. Every person who shall become an Owner of a Numbered Lot or fractional interest in a Lettered Lot is hereby notified that by the act of acquiring, making such purchase of acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association has made, or shall make, pursuant to this subparagraph 9-c of the Restrictions.

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

- D. Purpose of the Assessments. The charges of assessments levied by the Association shall be used exclusively for the purpose of promoting the recreational, health, safety and welfare of the members of the Association, and, in particular, for the improvement and maintenance of the properties owned or operated by the Association.
- E. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any Owner (i) for any period during which any of the Association's charges owed by the Owner remain unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, Bylaws or restrictions of the Association.
- F. Special Assessments. The Association may levy a special assessment to meet emergencies or to pay extraordinary expenses incurred or to be incurred for a special purpose, including, without limitation, to maintain, alter, add to or improve any Double-Lettered Lot.
- (i) If, the total amount of the most recent special assessment plus any previous special assessments levied during the calendar year exceed the current regular annual assessment, the most recent special assessment shall not be levied without approval of fifty-one percent (51%) of the unit owners.
- (ii) The Association shall serve written notice of the special assessment on all owners, giving the specific purpose and reason thereof in detail.

(iii) All funds collected by special assessments shall be segregated from other funds and used only for the specific purpose stated in the Notice of Assessment.

#### 10. REMEDIES

- A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.
- B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violations of these Restrictions.

#### 11. EFFECT OF BECOMING AN OWNER.

The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant, agree and consent to and with the Developer, the Association and to with the Owners and subsequent Owners of each of the Numbered Lots and fractional interest in the Lettered Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

#### 12. TITLES.

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

#### 13. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the Numbered Lots and fractional interest in the Lettered Lots.

#### 14. SEVERABILITY

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

IN WITNESS WHEREOF, the declarant, RIDGEWOOD CREEK, INC., has, by and through its authorized officers hereunto set its hand and seal this 26<sup>th</sup> day of September, 1984.

RIDGEWOOD CREEK, INC.

Signature on file  
by: Harley W. Snyder, President

ATTEST:

Signature on file  
William H. Wagner, Secretary

STATE OF INDIANA            )  
  )        ss:  
COUNTY OF PORTER         )

Before me, a Notary Public in and for said county and State, personally appeared Harley W. Snyder and William H. Wagner, President and Secretary respectively, of RIDGEWOOD CREEK, INC., and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions to be their free and authorized act and deed for and on behalf of said corporation.

Witness my hand and seal this 26<sup>th</sup> day of September, 1984.

Signature on File  
Notary Public  
  
Helen Lewis Eaton  
Resident of Porter Co., Ind.

My commission Expires:

9/23/88

Notary seal on original recorded copy. Recorded Sept. 26, 1984 in Porter County

This Instrument Prepared by:

William H. Wagner  
HOEPPNER, WAGNER and EVANS  
101 Lincolnway, P.O. Box 369  
Valparaiso, Indiana 46383

Telephone: (219) 464-4961

Exhibit A

LEGAL DESCRIPTION OF RIDGEWOOD CREEK SUBDIVISION

A parcel of land in the West One-Half of the Northwest Quarter of Section 7, Township 35 North, Range 5 West of the Second Principal Meridian in Porter County, Indiana, described as follows:

Beginning at a point on the South line of the West One-Half of said Northwest Quarter which is 423.05 feet West of the Southeast corner of the West One-Half of said Northwest Quarter; thence S 89 45'06" W along said South line 925.11 feet to the West line of the West One-Half of said Northwest Quarter, said line also being the East line of Woodside Valley, Unit "B" as replatted; thence N 00 10; 33" W along said line 1359.37 feet to the South line of the First Addition to Burlington Beach, thence N 89 31'33" E along said South line 1353.70 feet to the East line of the West One-Half of said Northwest Quarter; thence S 00 03'04" W along said East line 32.80 feet; thence S 00 03'04" W along the existing fence line 973.54 feet; thence N 81 12'11" W 353.46 feet; thence S 09 04'53" W 419.58 feet to the point of beginning; said parcel containing 38.68 acres more-or-less and subject to all existing easements and rights-of-way.

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIDGEWOOD  
CREEK SUBDIVISION

THIS AMENDMENT to the Declaration of Covenants and Restrictions for Ridgewood Creek Subdivisiion is made this 27<sup>th</sup> day of September, 1984 by Ridgewood Creek, Inc. an Indiana corporation as an amendment to the Declaration of Covenants and Restrictions for Ridgewood Creek Subdivision recorded on September 26, 1984 in the office of the Recorder of Porter County, Indiana, as Instrument No. 67240 in Book 100 at Page 249, WITNESSETH THAT: Section 3E "Exterior Construction" of said Restrictive Covenants is amended by adding to said paragraph the following sentence:

"Should the use of the building materials required in this Section become impractical or unreasonable, the Committee may grant permission to the owner of any Lot to substitute materials other than natural wood, stone, or brick for the finished exterior."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first written above.

RIDGEWOOD CREEK, INC.

by: Signature on file  
Harley W. Snyder, President

ATTEST:

Signature on File  
William H. Wagner, Secretary

STATE OF INDIANA    )  
                          )  SS:  
COUNTY OF PORTER  )

Before me, a Notary Public in and for said county and state, personally appeared Harley W. Snyder and William H. Wagner, President and Secretary, respectively, of RIDGEWOOD CREEK, INC., and acknowledged the execution of the foregoing amendment to Declaration of Covenants and Restrictions to be their free and authorized act and deed for and on behalf of said corporation.

Witness my hand and seal this 27<sup>th</sup> day of September, 1984.

Signature and Seal on original document  
Helen Lewis Eaton, Notary Public  
Resident of Porter County, IN

My Commission Expires:  
Sept. 23, 1988

This instrument Prepared by William H. Wagner, Attorney at law Hoepfner, Wagner and Evans, P.O.  
Box 369, Valparaiso, IN 46383