

**GREENFIELD CREEK, PHASE I
VALPARAISO, PORTER COUNTY, INDIANA
(RESIDENTIAL)**

DECLARATION OF PROTECTIVE COVENANTS made this 9th day of December, 1992, Ralph L. Affeld, DBA Preferred Builders, and Dean M. Froberg as owners.

W I T N E S S E T H :

WHEREAS, Ralph L. Affeld is the owner of the Real Estate described in Article I of this Declaration, and is desirous of subjecting said Real Property to the conditions, covenants, options, restrictions, reservations, undertakings, agreements and easements hereinafter set forth (sometimes hereinafter collectively referred to as "Covenants"), each and all of which is and are binding upon the property so designated and each owner thereof and every other party having any interest therein, and shall inure to the benefit of and pass with said property, and each and every parcel thereof.

NOW THEREFORE, Declarant hereby declares that the Real Property described in and referred to in Paragraph 1.1 hereof is, and shall be, held, transferred, sold, conveyed, used, and occupied subject to the Covenants.

**ARTICLE I
RESIDENTIAL PROPERTY SUBJECT TO
AND BENEFITTING FROM THIS DECLARATION**

1.1 THIS SUBDIVISION. The Real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the Covenants (herein referred to as "This Subdivision") and is commonly known as Greenfield Creek located in Center Township, Porter County, Indiana, and is more particularly described as follows, to-wit:

As described on exhibit "A", which is attached hereto and made a part hereof.

Part of a subdivision plat of which is or is intended to be recorded in the Office of the Recorder of Deeds of Porter County, in Valparaiso, Indiana.

1.2 PROPERTY BENEFITTED. The Covenants shall be for the benefit of all of the above-described land in This Subdivision.

1.3 LIMIED AREA. The obligations set forth in the Covenants shall be binding only upon the above-described land in This Subdivision. However, the Declarant specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Declarant of a particular lot or tract within the Development as shown in Article I, to exclude any real estate so shown from the Development, or to include additional real estate.

**ARTICLE II
GENERAL PURPOSES OF THIS DECLARATION**

2.1 This Subdivision is subjected to the Covenants to insure proper use and appropriate development and improvement of This Subdivision and every part thereof; to protect each and every owner of any part of This Subdivision against such use of lots in This Subdivision as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of This Subdivision and the use and enjoyment of property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a type and quality of improvement in This Subdivision consonant with the Covenants. It is the intention and purpose of these Covenants to assure that all dwellings in This Subdivision shall be of a quality of design, workmanship and materials. "Association" shall mean the Greenfield Creek Property Owners Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in Article V of this Declaration.

**ARTICLE III
DEFINITIONS**

3.1 **ACCESSORY BUILDING.** A subordinate building or portion of a principle building, the use of which is incidental to that of the principal building on a lot.

3.2 **BASEMENT.** That portion of the interior area of a building having its floor area below grade and having more than half of its floor-to-ceiling height below grade. For purposes hereof, grade shall be the average level of the ground contiguous to the building front.

3.3 **BUILDING.** Any structure having a roof, supported by columns or by walls or other means, or other structure intended or used for the shelter, housing, or enclosure of any person animal or chattel.

3.4 **BUILDING HEIGHT.** The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; to the mean level of the underside of rafters between the eaves and the rise of a gable, hip, or gambrel roof, or to the mean level of any other vertical parts of any other structure. Chimneys and ordinary and customary ornamental architectural projections shall not be included in calculating building height.

3.5 **CELLAR.** That portion of the interior area of a building having its floor area below grade and having half or more than half of its clear floor-to-ceiling height contiguous to the building front.

3.6 **CONSTRUCTION.** For purposes of this agreement, construction shall include any and all activity relating to new construction, remodeling, or other modifications of existing construction. It shall include work performed by architects, engineers, land surveyors, and other similar professions.

3.7 **DECLARANT.** Ralph L. Affeld, DBA Preferred Builders

3.8 **DEVELOPER.** Ralph L. Affeld, DBA Preferred Builders

3.9 DWELLINGS. A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes, mobile homes or trailers.

3.10 IMPROVEMENTS. The term "Improvements" shall mean buildings, out buildings, structures, underground installations, swimming pools, slope alterations, roads, driveways, parking facilities, fences, screen in walls and barriers, retaining walls, stairs, decks, windbreaks, planting, planted trees and shrubs, poles, signs, loading areas and all other structures or landscaping improvements of every type and kind.

3.11 A PARCEL OF LAND. A parcel of land in This Subdivision, under common fee ownership, which may or may not coincide with a lot of record, occupied by or intended for occupancy on one Dwelling and having frontage upon a street.

3.12 LOT AREA. The area of a horizontal plane bounded by the vertical planes through front, side, and rear lot lines.

3.13 LOT LINE, FRONT. The boundary line of a Lot which is along a dedicated street line. On corner lots, the owner may select either street lot line as the Front Lot Line.

3.14 LOT LINE, SIDE. Any boundary of a Lot which is not a Front or Rear Lot Line.

3.15 LOT LINE, REAR. The linear boundary of a Lot which is most distant from the Front Lot Line.

3.16 STORY. That portion of the interior of a Building included between the surface of the ground or any floor and the surface of existing or extended plane of the floor next above; or if there is no floor above, the space between the floor and the surface of existing or extended plane of a ceiling next above. A basement shall be counted as a Story and a Cellar shall not be counted as a Story.

3.17 STORY, HALF. A space under a sloping roof which has the line of intersection of roof decking and exterior wall not more than three (3) feet above the top floor level, and in which space not more than sixty (60%) percent of the floor area is improved for principal or accessory use.

ARTICLE IV GENERAL RESTRICTIONS

4.1 LOCATION ON LOT. No building shall be located on a Lot nearer to the Front Lot Line or Side Lot Line than the minimum setback shown on the recorded plat of subdivision of This Subdivision. Swimming pools shall meet required State and Local Building Codes and shall be screened from the street or streets by wall, solid fence, or evergreen hedge. Swimming pools shall be located on a Lot no nearer to the Front Lot Line, or side Lot Line adjoining a street, than the minimum setback shown on said recorded plat. If there is no indication on the plat of subdivision of the minimum Front or Side setback lines, the following setback lines shall be deemed applicable to the extent not shown.

A. Front Set back – 30 feet from the Front Lot Line and each side Lot Line adjacent to a street;

- B. Side yards – 8 feet from the Side Lot Line.
- C. Rear Set back – 20 feet from Rear Lot Line.

4.2 GRADING OF LOTS. Grading of Lots shall be carefully performed to not damage the neighbor's Lot or Lots. Final grade at the Dwelling shall be one (1) foot above the highest point of the existing ground in the area that the Dwelling is constructed. In no case shall the finish grade of the Dwelling be less than two (2) feet but not more than three (3) feet above the highest point of the top of curb that abuts the Lot.

4.3 EASEMENTS. Declarant hereby declares, grants and reserves the following easements in This Subdivision for the benefit of each and all of the lots, parcels and lands located in This Subdivision.

A. The Declarant hereby grants to each Owner and its successors, assigns, agents, employees and invitees, a perpetual non-exclusive easement for ingress and egress to accommodate vehicular and pedestrian traffic over, upon and across such Access Routes and/or as shown on the recorded Plat and constructed from time to time by Declarant on the Property.

B. Over the portion of subdivision shown on the plat of subdivision and designated "Utility Easement", "Drainage Easement" and/or "Drainage and Utility Easement", and easement is hereby granted to Porter County and to the city of Valparaiso, all public utility companies, including General Telephone Company and Northern Indiana Public Service Company, City of Valparaiso, severally, and private utility companies where they have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, cables, poles and wires, or underground with all necessary braces, guys, anchors, and other appliances in, upon, along and over the strips of land designated on the plat and marked "Utility Easement", for the purpose of serving the public in general with sewer, water, gas, electric and telephone service, including the right to use the streets, where necessary, together with the right to enter upon said easements for public utilities at all times for any and all of the purposes aforesaid and to trip and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easement but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purposes.

Declarant reserves the right: (a) to modify and expand the forgoing easements, provided that no substantial damage shall be done to existing Structures and other improvements as a result thereof; (b) to execute and record documentation confirming and defining the rights of any third person maintaining facilities in easement areas; and (c) to assign its rights hereunder, all of which acts shall be binding upon each Lot in This Subdivision.

4.4 BUILDING LINES. Front and side yard building setback lines are hereby established as shown on the recorded plat of This Subdivision, between building setback lines and the property lines of the street, there shall be erected or maintained no building or structure.

4.5 LAND USE AND BUILDING TYPE. Each Lot shall be used, if at all, as a site for a Dwelling for private residence purposes only, and a private garage containing no more than three (3) parking spaces for the sole use of the owners or occupants of the Dwelling. Said garages shall not be used for rental purposes. All Lots shall be seeded with grass from the curb of the street to the Building Line, and the balance of the Lot shall be seeded to produce a grass stand within one (1) year of permanent Occupancy.

4.6 BUILDING HEIGHT. No Dwelling erected, altered or placed on a lot shall contain more than two (2) stories (basement excluded), nor shall any such Dwelling have a Building Height in excess of thirty (30) feet. No Accessory Building or Structure shall have a Building Height in excess of seventeen (17) feet.

4.7 DWELLING, QUALITY AND SIZE. Any Dwelling erected upon a Lot shall be new construction and shall be constructed in accordance with the applicable governmental building and zoning codes and the area inside the foundation, walls or footings of the Dwelling exclusive of basements, attached garages, carports, open terraces, porches and breezeways, shall be:

A. For one-story Dwelling – not less than 1750 square feet.

B. For Dwelling of more than one-story – not less than 1200 square feet, for the first story and the total living area in the Dwelling shall be not less than 2000 square feet.

All Dwellings shall have a two (2) car attached garage having a minimum width of twenty-two (22) feet. All excess material that is to be removed from any Lot by reason of construction purposes or other purposes shall not be removed from This Subdivision. All such excess material shall be used for fill purposes on any Lot or Lots within This Subdivision whose existing grades are lower than the adjacent top of street curb as determined by the Developer.

Developer may decide at any point to temporarily or permanently prohibit the dumping of excess material within This Subdivision.

Each Lot shall have one (1) yard light as approved by the Architectural Control Committee. This is to insure uniformity with This Subdivision.

4.8 DRIVEWAYS. Access driveways and other paved areas for vehicular use on a Lot shall have compacted gravel, crushed stone or other approved base material, and shall have wearing surface of asphalt, concrete or the equivalent thereof.

4.9 YARD FENCING. Shall be approved by Architectural Review Committee.

4.10 ALL LANDSCAPE PLANS. To include the planting of two (2) trees in the front yard between sidewalk and building setback lines. These shall be approved by Architectural Review Committee.

4.11 ALL IMPROVED LOTS. To have City of Valparaiso approved sidewalk installations.

4.12 PROHIBITIONS. The following activities and uses are prohibited on all Lots and in all Buildings and Structures located in This Subdivision.

A. No gainful occupation or profession, or other non-residential use, shall be conducted.

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

C. No livestock or poultry shall be kept or maintained.

D. No burning of refuse shall be permitted other than in proper facilities therefore maintained or as a part of the Dwelling, as permitted or if allowed by applicable laws and regulations.

E. No garage, carport, driveway, or parking area which may be in front or adjacent to or part of any Lot May be used as a habitual parking place for commercial vehicles. The parkway located between the

Pavement and the Lot line of each Lot shall not be used for the parking of commercial vehicles or boats, mobile homes, or trailers. The term commercial vehicles shall include all trucks, boats, mobile homes, or trailers, and other vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise.

- F. No signs or advertisements shall be displayed or placed on any Lot or Structure in the Development.
- G. 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 Development.
- H. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained.
- I. No plants or seeds or other things or condition, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained.
- J. No trailer, garage, barn, shack, outbuilding or basements or in completed dwelling shall be used temporarily or permanently as a dwelling or residence except with the approval of the majority of the Owners of all the Lots in This Subdivision. Any Building started shall be completed, enclosed, painted and lawn-graded and seeded within one (1) year from the date of permanent occupancy.
- K. No above ground swimming pools will be allowed. Swimming pools shall be limited to in ground pools approved by the Architectural Control Committee. "In ground" means the top of the pool sides shall be at or below grade of the lot.
- L. No temporary or permanent buildings, outhouses, and/or improvements for storage shall be permitted on any Lot.

ARTICLE V

GREENFIELD CREEK PROPERTY OWNERS' ASSOCIATION, INC.

5.1 There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as "Greenfield Creek Property Owners' Association, Inc.", which is referred to as "Association". Every owner of a Lot in the Development shall be a Class A member of the Association. If a person would realize upon his security and become the Owner of Lot , he shall then be subject to all the requirements and limitations imposed in these Restrictions on other Owners of Lots and members of the Association including those provisions with respect to the payment of an annual charge. The initial Board of Directors shall be chosen by the Developer.

5.2 Owners of Lots who are engaged in the business of constructing homes may apply to the Association for a determination that they own a Lot or Lots not for their own use but for resale. If the Association determines that such is the purpose for which the Lot or Lots are held, the Owners 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 Association, (b) sale of the Lot, (c) occupancy of a residence upon the Lot; or (d) twelve (12) months.

5.3 The general purpose of the Association is to provide a means for the repair, maintenance, replacement of recreational amenities, if any, and common areas (common spaces) located in This Subdivision and also a means whereby those areas within the Development designated as lettered parcels, on the plats thereof will be conveyed to the Association which will operate, maintain, repair and replace the parcels and any improvements upon them

and further to obtain and maintain general liability insurance. Lettered parcels shall contain but not be limited to green spaces, retention ponds, spillway etc., as designed by the Declarant.

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 such parcels and recreational facilities or other amenities and such other recreational facilities within the Development as may be conveyed to the Association.

5.4 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 a uniform annual charge or assessment against the Lots in exchange for the benefits conferred upon the Owners of the Lots. When becoming a Class "A" member of the Association, all members shall pay an initial fee of \$150.00. Beginning with April, 1993, the annual charge will be determined by the Association. The Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall determine, after 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 Declarant or any corporation that may be created to acquire title to and operate utilities serving the Development.

Every such charge shall be paid by the members of the Association before the first day of April of the year for which the charge is made, but the Board may provide that the charge shall be paid in quarterly or monthly installments. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of March of each year, and written notice of the charge so fixed shall be sent to each member.

Any charge levied or assessed against any Lot, together with interest and other charges or costs 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 at the time the charge fell due. Such charge shall bear interest at the rate of ten (10%) percent per annum 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 the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expense or costs, including attorney's fees, incurred by the Association in collecting the same. Every Owner of a Lot and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest, agrees, that any such liens may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot is hereby notified that by the act of acquiring, making such purpose or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this Paragraph 5.4 of the Restrictions.

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.

5.5 The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members of the Association, and, in particular, for the improvement and maintenance of the properties owned or operated by the Association.

5.6 Declarant shall maintain total control of the Association until such time he transfers the control of the Association to Lot Owners.

5.7 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 (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 Development, 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, By-Laws or regulations of the Association.

5.8 EFFECT OF BECOMING AN OWNER. The Owner(s) of any Lot subject to these Restriction, by acceptance of a deed conveying title thereto, or the execution of a contract for the purpose thereof, whether from the Declarant 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 Declarant and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns.

ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE

6.1 There is created an architectural review committee which shall have the following powers and duties.

A. CREATION. The Architectural Review Committee shall initially consist of four (4) members as follows.

Ralph L. Affeld
Mary Affeld

Paul F. Spanopoulos
Denise M. Spanopoulos

In the event of death or resignation of any member of the committee, Declarant shall have the right to designate a successor so long as Declarant shall own, beneficially or otherwise, real estate or interests therein aggregating ten (10%) or more of the area within This Subdivision; Declarant shall have the further right to increase the membership of and to fix rules of procedure for the Architectural Review Committee. Should Developer fail or be unable, after the expiration of sixty (60) days to appoint a successor for each vacancy, such successor may be appointed by a unanimous vote of the remaining members of the Architectural Review Committee.

B. APPROVAL REQUIRED. No improvements shall be constructed, erected, placed, altered, maintained or permitted to remain in the real estate subject to this Declaration until final plans and specifications showing the plot layout, all exterior elevations with materials and colors thereof, and landscaping shall have been submitted to and approved in writing by the Committee. Such final plans and specifications shall be submitted in writing and triplicate under the authorized signature of the Grantee or Owner

of the particular part of the real property subject to this Declaration, or his authorized agent. changes in approved plans which materially affect building size, placement or external appearance must be similarly submitted to and approved by the Committee.

- C. **PROCEDURE.** All plans, specifications and other material for the improvement of any Lot shall be filed in the office of the Committee, Porter County, Indiana, for referral to the Architectural Review Committee. The Architectural Review Committee's approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee. A report in writing setting forth the decisions of the Committee and the reasons therefore shall thereafter be transmitted to the applicant by the Architectural Review Committee within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Review Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.
- D. **CONSTRUCTION.** Construction of Improvements shall commence within sixteen (16) months after a lot purchase has been completed. Those improvements shall be substantially completed within eight (8) months after the commencement thereof, except so long as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, national calamities or other supervening forces beyond the control of the Grantee or Owner.
- E. **LIABILITY.** Neither Owner, Committee nor any member thereof nor any agent of Owner, or of the Committee shall be liable for any damage, loss or prejudice suffered or claimed by any Lot Owner or builder who submits such plan (and such person or entity who submits such plans shall hold the Owner, the Committee, the members thereof and the agents of each harmless from all damage, loss or prejudice suffered or claimed by any third party) on account of (a) any defects in the plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (e) the development of any property within the real property subject to this Declaration.
- F. **ENFORCEMENT.** In the event that any construction as defined here is made without first obtaining the approval of the Architectural Review Committee, the Association and he applicable committee shall the powers of enforcement granted generally for purposes of this Declaration. They may require any modification, changes, or improvements undertaken or installed without approval to be removed or renovated by whatever means the Association or Committee deems appropriate, together with all costs thereof, including costs of collection and attorney fees. All costs incurred shall become a lien against the defaulting owner's property.

The Architectural Review Committee may allow reasonable variances of adjustments of restrictions

where literal application in the discretion of the Committee and the Association result in unnecessary hardship. But any such variance or adjustment shall be granted in conformity with the general intent and purpose of this document and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the subdivision.

In the event: (a) the Architectural Review Committee fails to approve or disapprove within thirty (30) days after submission, the final plans, specifications and other materials, as required in this Declaration; and (b) no suit to enjoin construction has been filed within forty-five (45) days after commencement of such construction, approval shall not be required.

ARTICLE VII GENERAL TERMS

7.1 TITLES. The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and one of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

7.2 VARIATION OF COVENANTS. Declarant hereby gives and grants the Architectural Review Committee the right to enter into agreements with the grantee of any Lot or Lots (without the consent of grantee of other Lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in Article IV of this Declaration of Protective Covenants provided the Architectural Review Committee shall in its sole and uncontrolled discretion determine that there are causes, difficulties, hardships or aesthetic consideration evidenced by the grantee to warrant such deviation, and no such deviation (which shall be evidenced by an agreement in writing executed and acknowledged by Declarant and the grantee of the affected Lot or Lots and recorded in the Office of the Recorder of Deeds of Porter county, Indiana) shall constitute a waiver of any such Covenant as to the remaining real property in This Subdivision nor shall same constitute a violation of a covenant.

7.3 SEVERABILITY. Every one of the Restriction 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. 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.

7.4 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 for a period of twenty-five (25) years from the date these Covenants are recorded, 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 Lots, except that the provisions of the immediately foregoing paragraph shall run with the land in perpetuity.

7.5 RETENTION POND. The Association shall also be responsible for the maintenance and landscaping of the Detention Basins, and Retention Basins; and the cost thereof shall be included in the charges as provided in Article V.

7.6 REMEDIES.

- A. The Association or any party to whose benefit these Restrictions inure, including the Declarant, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Declarant 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 the Restrictions.
- B. 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 violation or violations of the Restrictions.

7.7 MISCELLANEOUS.

- A. Declarant reserves the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Porter County, Indiana, and Declarant shall thereupon be relieved and discharged from all such duties so assigned.
- B. Each Owner of a Lot in This Subdivision shall file the correct mailing address of such Owner with the Declarant and shall notify Declarant promptly in writing of any subsequent change of address. A written or printed notice deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner wherever notices are required in the Declaration.
- C. Except as to Paragraph 7.2, the foregoing Covenants and Restrictions may be modified or amended at any time by vote of those persons who are then the Owners of a majority of the Lots. For the purposes of this Paragraph, the Owner of each Lot shall be entitled to one (1) vote and if any Owner owns more than one (1) Lot, such Owner shall be entitled to one (1) vote for each Lot so owned.

