

Salt Creek Valley Commons Home Owner Association, Inc.
By-Laws - Restriction and Covenants Regarding Land Usage

Revised and Filed on 1/3/2011

(Now know as Declaration of Covenants, Conditions and Restrictions)

Article VII

Restriction and Covenants Regarding Land Usage

Section I - Restrictions

The following restrictions regarding construction upon and use of lots is hereby established:

1. **BUILDING TYPE.** No building shall be erected, altered, placed or permitted to remain on any lot other than residences and their appurtenant private garages. A single-family dwelling may include or have appurtenant a private garage for not more than three (3) vehicle. A multifamily dwelling may include or have appurtenant a private garage for not more than two (2) vehicles per family unit. All buildings shall conform to the zoning requirements of Porter County, Indiana, unless appropriate variances have been granted pursuant to said ordinances.
2. **DWELLING, QUALITY AND SIZE.** No dwelling shall be permitted on any lot which shall cost less than twelve thousand dollars (\$12,000) based upon cost levels prevailing on the date the Final Plat for that particular lot was or is recorded. The ground level of the main structure, excluding one-story open porches and garages, shall not be less than 960 square feet.
3. **BUILDING LOCATION.** No building shall be located on any lot in any fashion so as to conflict with the provisions of the Porter County master Plan in effect at the time construction commences, except that these requirements may be duly varied as provided for in the Porter County Master Plan.
4. **LOT AREA AND WIDTH.** No lot shall be re-subdivided in such a manner that more than one house per lot area can be built.
5. **NUISANCES.** No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. **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 they are not kept, bred, or maintained for any commercial purpose.

7. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
8. **WATER SUPPLY.** No private water well shall be installed by any lot owner for a water supply so long as adequate water supply is furnished by a water utility company.
9. **SEWAGE DISPOSAL.** No private sewage-disposal system shall be installed by any lot owner so long as adequate sewage disposal is furnished by any utility company.
10. **SIGHT DISTANCE AT INTERSECTIONS.** No building or structure, except a screen fence or wall, or utilities, or drainage facilities 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 25 feet from this intersection of the street lines. 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 or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Any proposed variance from the terms of this article must be approved in advance by the Board of Zoning Appeals of Porter County, Indiana.
11. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown of record. No building material, refuse, or fill dirt may be placed within such easements in such a manner that the drainage of said lot or other lots in the subdivision is prevented. An easement is hereby created over that portion of each lot lying within three (3) feet of the side lot lines for all general utility purposes including the installation of poles and wires for street lighting. This easement shall be deemed terminated in the event a building has been constructed on the easement prior to any utility installation.
12. **REGARDING OF LOTS.** Any regrading shall be carefully executed so that no damage is caused to adjoining lots. The occupants and owners of lots extending two (2) lots to either side of the lot being regraded shall be the judge of what may constitute careful regrading. Any lot owner shall be liable for any damage done by him or his agent to existing roadway pavement, curb and gutter.
13. **FENCES.** Fences shall not be permitted in the front yard, and fences shall not be permitted on any easement used for drainage or containing drainage facilities.
14. **MOTOR VEHICLES OR TRAILERS.** No motor vehicle or trailer shall be permitted to be parked, stored, or remain upon any lot or upon any street abutting any lot, unless it is licensed and maintained in operating condition, or it is kept at all times in a garage and out of sight.

Section II - Definitions

The following words when used in these By-Laws or any Supplemental By-Laws (unless the context shall prohibit) shall have the following meanings:

1. "ASSOCIATION" shall mean and refer to the Salt Creek Valley Commons Home Owners Association, Inc.
2. "THE PROPERTIES" shall mean and refer to all such existing properties, and additions thereto, as are subject to these By-Laws or any Supplemental By-Laws as evidenced by a reference on the recorded plat of such properties as being binding on the lot owners thereof.
3. "COMMON PROPERTIES" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of the properties.
4. "LOT" shall mean and refer to the recorded plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
5. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
"OWNER" shall also mean the equitable owner, when such equitable owner is purchasing legal title from the record owner, but legal title has not yet been transferred.

ARTICLE VIII
MAINTENANCE ASSESSMENTS

Section I - Creation of Personal Obligation of Assessments and the Lien

The owner of each residential lot subject to these By-Laws, and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association:

1. Annual assessments or charges.
2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section II - Basis and Maximum of Annual Assessments

In the year beginning January, 2011, the assessment shall be twenty dollars (\$20.00) per residential lot per month for class "A" membership, for those lots having more than one hundred feet (100') of depth, measured at right angles to the building line of such lot, and twenty-three dollars (\$23.00) per lot per month for those having less than one hundred (100') of depth measured at right angles to the building line of such lot. Class "B" lots having an occupiable residence constructed thereon shall be billed at the same rate as Class "A" lots, and Class "B" lots which are fully improved to the extent a building can be constructed thereon but upon which no building has been constructed shall be billed at 1/12th the rate of a similarly located Class "A" lot. From and after January 1, 1976 the annual assessment may be increased annually by the Board of Directors, but no such increase in excess of one dollar (\$1.00) per lot per month shall be effective unless ratified by a vote of the owners at a meeting provided for in Article I of these By-Laws. Lots having multi family units constructed thereon shall pay an additional assessment of one-half of the monthly per residential lot charge for each family living unit in excess of one (1). (Two family = one and one-half x normal assessment; three family = two x normal assessment; etc.)

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the association, fix the actual assessment for any year at a lesser amount.

Section III - Special Assessments for Capital Improvements

In addition to the assessments authorized by Section II hereof, the Association, by and through its Board of Directors, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto. In addition to approval by the Board of Directors, any such assessments shall have the assent of two-thirds ($\frac{2}{3}$) of each class of its membership present and voting, voting in person or by proxy, at a duly called meeting for this purpose, written notice of which shall be given to all members as provided for in Article I of these By-Laws and shall set forth the purpose of such meeting.

Section IV - Date of Commencement of Annual Assessments: Due Dates

The annual assessments provided for herein shall commence on November 1, 1975.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the on the first day of the months of January, April, July and October.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in paragraph 2 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section III hereof shall be fixed in the resolution authorizing such assessment.

Section V - Duties of the Board of Directors

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each residential lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any owner.

Written notice of the assessment shall thereupon be sent out to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section VI - Effect of Non-payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of Association

If the assessments are not paid on the date when due (being the dates specified in Section IV hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his/her heirs, devisees, personal representatives and assigns. The personal obligation for the statutory period shall not pass to his/her successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section VII - subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any purchase-money mortgages executed contemporaneously with the purchase of the lot now or hereafter placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure or any such mortgage. Such sale shall not relieve such property from liability for any assessments made thereafter becoming due nor from the lien of any such subsequent assessment.

Section VII - Exempt Property

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

1. All properties subject to any easements or other interest dedicated and accepted by the local public authority and devoted to public use.
2. All Common Properties as defined in Article VII, Section II hereof.
3. All properties exempted from taxation by the laws of the State of Indiana, upon the terms and to the extent of such legal exemption.

Article IX
General Provisions

Section I -

The benefits and obligations of the Association membership and these By-Laws shall run with and bind the land, and shall inure to the benefit of and be enforceable by Salt Creek Valley Commons Home Owners Association, Inc., to the owner of any land subject to these By-Laws, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date these By-Laws were recorded, after which time said benefits and obligations shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said benefits and obligations, in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change.

Section II - Enforcement

Enforcement of these By-Laws shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision or By-Law either to restrain violation or to recover damages and against the land to enforce any lien created by these By-Laws; and failure by Salt Creek Valley Commons Home Owners Association, Inc., or any other owner to enforce any provision or By-Laws herein contained shall in no event be deemed a waiver of the right to do so thereafter. Further, Salt Creek Valley Commons Home Owners Association, Inc., or its authorized representatives shall have the right, but not the obligation, to enter upon any easements referred to in Article VII of these By-Laws for the purpose of maintaining drainage facilities and the like, and in the event the Association elects to do so, shall not be held liable for trespass nor for any damage to person or property by the reasonable maintenance of such easements.

Section III - Severability

Invalidation of one or more of these By-Laws, the Articles of Incorporation, restrictions or other provisions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section IV - Amendment

The By-Laws may be amended in the same fashion that corporate By-Laws may be amended by Indiana not-for-profit corporations, and in accordance with the Articles of Incorporation and these By-Laws, however, no amendment regarding land usage or construction shall be construed to be retroactive to the extent that land usage or construction which was commenced in accordance with these By-Laws shall be effective limiting such usage or construction provided

the same continue in a reasonable and proper manner in accordance with the previous By-Laws. Any such amendment shall not be effective until the same is recorded in the office of the Recorder of Porter County, Indiana, and notice to all owners is given by publication of a notice in a newspaper of general circulation, printed in the English language, and distributed within Porter County, Indiana, such notice to be published at least ten (10) days before such amendment becomes effective, and such notice being full and sufficient notice to all owners of the amendment.

Section V - Utility Easement Usage

All easements shown on the Recorded Plat, and the three (3) foot side yard easement herein created shall be construed to grant to the County of Porter, General Telephone Company of Indiana, Inc., The Northern Indiana Public Service Company, and Ideal Development Corp., severally, and to their respective successors, and assigns, an easement right and authority, from time to time, to install, lay, erect, construct, renew, operate, repair, replace and maintain sewers, water mains, gas mains, conduits, cables, poles, and wires, either overhead or underground, with all necessary braces guys, anchors, and other appliances in, upon and over strips of easement land described below, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described, including the right of ingress and egress to and from the strip of easement land, and the right to trim and keep trimmed any trees, shrubs, saplings that interfere with any such utility equipment, together with the right to re-slope, reshape, and regrade the areas within said easements where the shape, slope, or grade interfere with any such utility equipment or its operation, for the purpose of serving the public in general with utilities.

Section VI - Liability

No Director, Officer, employee, agent, shareholder or representative shall have the authority to obligate any Director, Officer or shareholder in any fashion whatsoever except as expressly provided for herein. No liability shall attach to any shareholder by reason of any act or omission on the part of the Association or its duly authorized representatives. The Treasurer of the Association is hereby instructed to procure such insurance as may reasonably be required to protect the Association, its Directors, Officers, shareholders and representatives from liability arising from the Associations conduct of business or ownership of property.

Original By-Laws printed and Filed October 16, 1975

Reprinted December 31, 2010

Amendments appear in bold print

Shirley Toney,
Corporation Secretary

Eddie Guess,
President

Kimberly K. Shepherd
Porter County
My Commission Expires May 8, 2018

(Original Signed Document copy can be provided)

Amendments To Restriction and Covenants Regarding Land Usage

15. Parking of any vehicle, RV, boat, trailer, or tractor must be on a parking pad, parking pad consists of gravel, concrete, asphalt, or brick. No parking of any vehicle, RV, boat, trailer, or tractor on any grass areas is allowed. (including front yards) No RV, boat, trailer, or tractors are allowed to be parked on the streets of Salt Creek Valley Commons. This excludes the packing or repairing of said vehicles within a forty-eight (48) hour period.

16. Commercial vehicles are not allowed to be parked overnight on the streets of Salt Creek Valley Commons. All commercial vehicles are to be parked on above listed parking pads. Vehicles meeting any of the following criteria are deemed to be a commercial and/or oversized vehicle, and as such are prohibited from parking on the streets.

- Any display of business graphics on vehicle
- Any work related materials and/or equipment in clear view
- More than two axles and four tires
- Unable to fit into a single painted parking space
- Obstructing the line of site or traffic flow on the street

17. No kennel license and/or permits are allowed in Salt Creek Valley Commons Subdivision

Residents who fail or refuse to comply with the above listed Restrictions and Covenants Regarding Land Usage (#'s 1-17) will be issued a fine of fifty (50) dollars for the seven (7) days, and fines of one hundred (100) dollars for each subsequent seven (7) days thereafter.

18. Each shareholder shall keep their lot in good order and repair. Lot must be free of debris in a manner and with such frequency as is consistent with good property management and the community-wide standard. In the event an Owner of any Lot in the Property shall fail to maintain the Lot, The Board of Directors or its agent shall have the right to enter upon the Lot to correct drainage and to repair, maintain and to restore the Lot and the exterior of the buildings and any other improvements erected thereon. The Association shall afford the owner reasonable notice and an opportunity to cure the problem prior to entry. All costs related to such correction, repair, or restoration shall be collectable from the Owner of such Lot in the same manner as assessments as provided in Article VIII Section VI.

Residents who fail or refuse to comply with the above listed Restrictions and Covenants Regarding Land Usage (#18) will be issued a fine of fifty (50) dollars for the first thirty (30) days, and fines of one hundred (100) dollars for each subsequent thirty (30) days thereafter.

Salt Creek Valley Commons Sub.
Plat File 11-A-4

Restrictions + Covenants G62/116

(Original Signed Document copy can be provided)

Salt Creek Valley Commons Homeowners Ass.

Signed: Wilbert Caldwell

Board Member

Notary Acknowledgment

State of Indiana

Before me, the undersigned, a Notary Public in and for said County and State, on this date personally appeared Eddie Guess, Known to me to be the person whose name is subscribed to the foregoing document.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rh day of January, 2011

Signed: Kimberly K. Shepherd, Notary Public

County of Residence: Porter

Seal of Kimberly K. Shepherd, Notary

(Original Signed Document copy can be provided)