



Crescent Oaks Restrictive Covenants

Resident Reference Edition

Purpose of this edition. This readable reference transcribes the covenant text in the available scanned source, including its execution and notary page. It is formatted for easier resident use, but **the covenant wording has not been modernized, summarized, or substantively edited.**

What controls. This document does not amend, replace, or supersede the recorded instrument, any recorded amendment, or applicable law. If there is a conflict or a legal question, the recorded original and recorded amendments control.

You can find the original covenants document [here](#)

**CRESCENT OAKS
PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS, EASEMENTS, AGREEMENTS AND
CHARGES FOR HOME SITES 1-31 OF
CRESCENT OAKS**

RECORDED AS DOCUMENT #0829850 ON September 10, 2008
AND SUBSEQUENT REPLAT #0920297 ON June 18, 2009
IN ST. JOSEPH COUNTY, INDIANA

I. PURPOSE and POWER.

All home sites shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any home site without being written therein. The provisions contained in this document are for the mutual benefit and protection of the owners, present or future, of any and all home sites; and they shall run with the land and inure to the benefit of and be enforceable by the owner of any home site.

II. DEFINITIONS.

The following are the definitions of the terms as they are used in these Restrictions and Covenants:

- A.** "Association" shall mean Crescent Oaks Homeowners Association, Inc., an Indiana not-for-profit corporation, the membership and powers of which are more fully described in Paragraph III of this document.
- B.** "Board" shall mean the duly appointed and/or elected members of the Board of Directors of the Association.
- C.** "Building" shall mean any structure, including, but not limited to, each house, dwelling unit, out building, including but not necessarily limited to playhouse, gazebo, pool house, or any other above-ground temporary or permanent improvement thereto.
- D.** "Bylaws" shall mean the Bylaws of the Association, whether adopted by the Developer, or after the Turnover Date by the first Board of Directors, and are incorporated herein by reference.
- E.** "Common Areas" shall mean all real property ultimately to be owned or controlled by or subject to easements for the common use and enjoyment of all members of said Association.
- F.** "Common Expense" shall mean expenses for the administration of the Association, for the upkeep, maintenance, replacement, repair, taxes, insurance and other expenses of Common

Areas, maintenance of the entry signage and landscaping and all other expenses of the Association.

G. "Dwelling Unit" shall mean any single family dwelling, whether attached to or detached from any other single family dwelling to be used and occupied as a single household.

H. "Home site" shall mean a parcel of real estate designated on a final plat upon which a home can be built. If two or more contiguous home sites are owned by the same person or persons and if a house is constructed in such a manner as to overlap both home sites, it shall be treated as a single home site for voting purposes, but as two home sites for assessment purposes. When Homesite is used, it shall be deemed to include the Home site and the Dwelling Unit, if any, located thereon.

I. "Owner" shall mean a person, partnership, trust, corporation or any other business entity who has or is acquiring any right, title or interest, legal or equitable, in and to a home site or fractional interest therein.

J. "Developer" shall mean Tampico Developments, L.L.C. or its successors or assigns.

K. "Turnover Date" shall mean the date upon which the Developer holds a meeting for the purpose of giving control of the Crescent Oaks Homeowner Association, Inc. to the homeowners of the development, or the date upon which the written turnover of control of the Association by Developer is recorded in the records of the Recorder of St. Joseph County, Indiana. The Turnover Date shall occur either upon 100% completion of the development by the Developer or fifteen (15) years after the original recording of this document. The Developer, in its sole and exclusive discretion, may turnover the Association earlier.

L. "Plat" shall mean the recorded plat(s) of the Property known as "Crescent Oaks," including all Sections or additions to be recorded in the future.

III. HOMEOWNERS ASSOCIATION.

The official name of the organization is Crescent Oaks Homeowner Association, Inc. ("Association"). This corporation, created by the Developer acting on behalf of the owners and future owners of home sites in Crescent Oaks, until the Turnover Date, exists to promote the general welfare of the property owners in Crescent Oaks and may engage in such other activities that may benefit the public at large or qualify the Association as a not-for-profit corporation or association, as defined in the Internal Revenue Code. By acceptance of a Warranty Deed, or other property interest, the recipient thereof becomes an accepted member of Crescent Oaks Homeowner Association, Inc. and agrees to maintain membership therein and abide by all rules and regulations of the Association, including but not limited to payment of dues and assessments. Membership in the Association shall terminate when such person or persons cease to be an owner and will be transferred automatically by delivery and recording of a deed to the Homesite. The Association may own any land for use by all, or less than all home site owners, as a common area.

A. Voting Right After the Turnover Date, each owner of a home site in Crescent Oaks shall be entitled to cast one vote as defined above at all meetings for each home site that is owned. If the home site is owned by two (2) or more persons and there is disagreement between the joint owners then their vote(s) shall not be counted. If two contiguous home sites are owned by the same person or persons and one home is constructed upon said home sites, the representative owner(s) shall be entitled to only one vote.

B. Purpose. The Association is to manage and to support financially the landscaped entranceway, water features and/or other common areas and all other purposes the membership deems necessary.

C. Meetings. After the Turnover Date, the Association shall conduct a meeting at least once each year to organize itself and to elect its officers.

D. By-Laws. The Association shall adopt By-Laws for its governance. The Developer shall adopt the initial By-Laws for the Association and may modify them without consent before the Turnover Date. The Association may modify the By-Laws after the Turnover Date with 80% affirmative vote of the members.

E. Board of Directors. The initial Board of Directors shall be as designated or appointed by the Developer and shall be the directors until the Turnover Date or any of them are removed by the Developer or the resignation of one or more of them, and in the event of any vacancy or vacancies occurring in the Board of Directors for any reason prior to the Turnover Date, every such vacancy shall be filled by a person appointed by Developer, which person or persons shall thereafter be deemed a member of the Board of Directors.

F. Dues and Assessments. The Association may levy and collect dues and assessments on home sites that are not owned by the Developer or any Builder. It shall have the authority to impose and collect annual assessments, or more often as deemed necessary, for the maintenance and improvement of the entryway or other common areas. Those assessments shall be levied equally on each home site. If two contiguous home sites are owned by the same person or persons and one home is constructed upon said home sites, the representative owner(s) shall be assessed for both home sites.

G. Meetings. Within thirty (30) days after the Turnover Date, the Association shall elect a Board of Directors and shall continue to do so annually in accordance with and as prescribed by the Bylaws. The turnover of control by Developer shall be effective whether or not such election is held.

H. Right of Board of Directors to Adopt Rules and Regulations. The Board of Directors may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Areas and other items as it may be necessary from time to time. Such rules as are adopted may be amended and supplemented by a by the vote of a majority of the Board of Directors which shall cause copies of such rules to be delivered and mailed promptly to all Owners.

I. Annual Accounting. Prior to the Turnover Date, no annual accounting shall be required. After the Turnover Date and annually thereafter the close of each calendar year and prior to the date

of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished each Member a financial statement prepared by the accountant or accounting firm then serving the Association, or a qualified individual appointed by the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar or fiscal year and all income of the Association during that same year.

J. Proposed Annual Budget. Prior to the Turnover Date, no annual budget is required. After the Turnover Date, the Board of Directors will cause an annual budget to be created and provided, upon request, to all Owners.

K. Collection of Fees. Failure to pay the annual dues and/or assessments shall be a violation of these covenants and restrictions. Each January the Association may bill the owner of each home site for assessments or annual dues. These restrictive covenants provide notice to an owner of a home in Crescent Oaks of this obligation and failure of an owner to receive a bill shall not constitute a waiver of the right to collect the dues by the Association. These are due and shall be paid within thirty (30) days. A home site assessment paid later than the 15th day of the month in which it is billed, depending upon the annual payment for single family home sites or monthly assessments for villa home sites, shall be subject to a Fifty Dollar (\$50.00) penalty fee and shall bear interest as further defined within this paragraph. All home sites shall be subject to the annual dues and assessments. Until they are paid, these dues and assessments shall be a lien in favor of the Association upon the home site against which it is charged. Any person buying or dealing with a home site may rely upon a certificate signed by the President or Treasurer of the Association showing the amount of dues and assessments unpaid as of the date of the certificate. The lien of the Association is subordinate to any first mortgage lien. Any delinquent dues, assessments, or other charges assessed by the Association shall bear interest at the highest interest rate allowed by Indiana law beginning thirty (30) days after they become due and shall be due and payable without relief from valuation and appraisal laws. If an attorney is hired to collect any past due charge assessable hereunder, the home site owner shall also be liable for all costs of collection, including but not limited to attorney's fees.

L. Insurance. The purchase of property liability and other appropriate insurance for the Association and for insurance on the entrance signs and landscaping owned or controlled by the Association as the Association deems appropriate. The Association shall also purchase comprehensive public liability insurance policy having a limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and a limit of liability of not less than Two Million Dollars (\$2,000,000.00) in the aggregate for the ponds. Tampico Developments, L.L.C. shall be named as an additional insured on all such policies taken out by the Association.

M. Special Assessments. In order to perform proper care and maintenance for the neighborhood, the right to create a special assessment vests within the Developer, or after the Developer has turned over the Association to the homeowners, the right vests within the Association's Board of Directors. Special Assessments may be charged for, but are not limited to, remedying the consequences of an excessive drought, or other natural phenomenon, and upkeep and replacement of the entranceway landscaping and signage.

N. Easements of Enjoyment. Each member of the Association shall have a right and easement of enjoyment in all the sidewalks of the neighborhood, the signage and the landscape areas which rights shall be appurtenant to and shall pass with the title to every home site, subject to the following provisions: a. The right of the Association to suspend the voting rights for any period during which any dues or assessment against his/her membership remains unpaid. b. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

O. Calculation of Annual Dues and Assessments. After the Turnover Date, the total of the annual dues and assessments shall be determined by the Board of Directors upon creation of the annual budget. Before the Turnover Date, the annual dues shall start at One Hundred and Seventy-Five Dollars (\$175.00) per year, per home site and may increase as needed to cover actual expenses of the Association. Such assessments shall commence on each home site when each home site is conveyed to a homeowner and shall never be assessed on home sites owned by the Developer or any home builder.

IV. ARCHITECTURAL CONTROL.

A. Architectural Control Committee. The Crescent Oaks Architectural Control Committee ("Architectural Committee") shall consist of three (3) persons appointed by the Developer until after the Turnover Date. In the alternative, the Developer may retain control over the Architectural Committee after the Turnover until such time that all lots now platted in Crescent Oaks, or are platted in the future as other phases or additions to Crescent Oaks, have a home built upon them and are sold to a homeowner. Members of the Architectural Committee shall serve until they are replaced by the Developer, or the Board, or have resigned. When a vacancy occurs on the Committee, the Developer, or the Board shall appoint a replacement. The Architectural Committee may designate one of its members to act on its behalf.

B. Architectural Control.

1. To maintain harmonious structural design, no building shall be erected, constructed, placed, or altered on any home site nor shall the topography or drainage of any home site be altered until the construction plans of the structure or the topographical alterations have been approved by the Architectural Committee. Architectural Committee approval or disapproval as required in these covenants shall be in writing. The plans must show, as applicable, floor plan, quality of construction, materials, outside colors to be used, harmony of external design with existing structures and location with respect to home site lines, topography and finish grade elevations. Two (2) sets of complete prints must be submitted. One (1) will be kept by the Architectural Committee and one will be returned to the owner. No changes in approved plans can be made without prior written consent of the Architectural Committee. Neither the Architectural Committee nor any member of the Architectural Committee, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans; nor shall they or any of them be responsible or liable for any structural

defects in such plan or in any building or structure erected according to such plans or any drainage problems resulting therefrom. All people and entities that submit plans to the Architectural Committee agree, by submission of such plans, that they will not bring any action or suit against the Architectural Committee or the Association to act or to recover any damages or to require the Architectural Committee or Association to take, or refrain from taking, any action. No construction of any structure shall be started until the Architectural Committee has issued its written approval. The Architectural Committee has the sole and exclusive right to review submissions and does not have to state a reason to deny approval.

2. Neither the submission of any complete sets of plans for review by the Architectural Committee nor the approval of the plans by the Architectural Committee shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent home site owner may claim reliance upon the submission and/or approval of any such plans or the building or structures described in the plans.
3. The Developer hereby gives to Weiss Homes Crescent Oaks Building, LLC, or its successors or assigns, approval for all plans and houses which shall be constructed by Weiss Homes. No further submissions are required and no other action is needed by either the Developer or the Architectural Control Committee. A modification or the elimination of this Paragraph IV.B.3. shall require a 100%, or unanimous vote, of all current property owners for the development, including the vote of the Developer for all empty lots.

V. HOME SITE PROVISIONS.

A. Easements. This plat has strips of ground that vary in width and are marked as "easements." These are reserved for use as roads and for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and overland drainage flows, subject at all times to the proper authorities and to the easement herein reserved. No permanent structures shall be erected or maintained upon said easement except as noted Section V.(B), regarding perimeter fencing. No changes shall be made in the grading of any home site areas used as drainage swales as initially provided which would alter the flow of the overland storm drainage runoff, but owners of home sites in this neighborhood shall take their titles subject to the rights of the public utilities.

B. Fencing. All fencing must be PVC, aluminum, or similar maintenance-free product. No wood or painted metal fences shall be permitted.

- (1.) Back yard fencing that creates a perimeter (not privacy in nature) that does not exceed four (4) feet high, may be permitted, upon the prior written approval of the style and location by the Architectural Control Committee prior to the construction of the fence utilizing the procedures outlined in paragraph IV. Perimeter fencing shall be allowed exclusively for the back yard of a home site. It is recommended that perimeter fencing installed along the back home site line not be placed within any dedicated easement as demonstrated on the final plat. Any homeowner who places fencing within the easement shall assume the risk of said placement. Perimeter fencing, for the back yard only, in excess of four (4) feet high, but non-privacy in nature, may be permitted at the discretion of

the Architectural Control Committee if the homeowner has a dog who can easily jump a four (4) foot high fence as evidenced by a signed letter from a licensed veterinarian on the veterinarian's official letterhead.

- (2.)** Privacy fencing not more than six (6) feet high may be constructed around a patio adjacent to the home, as long as the privacy fence area is directly abutted to the patio. All fencing under this subparagraph must conform to present architectural standards as set by the style of home on that home site and receive prior written approval by the Architectural Control Committee by utilizing the procedures outlined in paragraph IV.
- (3.)** Home sites numbered 6 - 11A may erect six (6) feet high non-privacy fencing around the entire back yard at the discretion of the Architectural Approval Committee to allow for future installation of an in-ground swimming pool.
- (4.)** A homeowner who installs fencing without approval hereby gives an express easement to the homeowner's association, or its acting agents, to enter onto the property of the homeowner and remove the fencing. The homeowner's association, or its acting agents, shall have no liability to the homeowner for costs or damages to the property for the removal. The cost of the removal shall be billed to the homeowner and shall become a lien against the property as unpaid special assessment. The Association shall have the right to foreclose the lien.

C. Home Occupation. No home site shall be used for any purpose other than as a single-family residence with the exception that a home occupation may be permitted. A home occupation is defined as follows: the occupation involves only a member of the immediate family living in the dwelling, remains entirely within the dwelling, and requires use of the dwelling that is clearly incidental and secondary to its use as a dwelling, and does not change its character. In addition, the home occupation: (a) has no sign or display that will indicate the building is being used for any purpose other than that of a dwelling; (b) has no commodity sold upon the premises; and (c) has no person employed other than a member of the immediate family that lives on the premises. In no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

D. Home site Maintenance . The owner of any improved home site in Crescent Oaks shall at all times maintain the home site and any improvements. situated thereon in such a manner as to prevent the home site or improvements from becoming unsightly, and, specifically, such owner shall:

- 1.** Maintain the lawn as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- 2.** Remove all debris or rubbish.
- 3.** Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of Crescent Oaks.
- 4.** Cut down and remove dead trees and stumps.

5. Keep the exterior of all improvements in such state or repair or maintenance as to avoid their becoming unsightly. In the event that the owner of any home site in Crescent Oaks shall fail to maintain his home site 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 home site and repair, mow, clean or perform such other acts as may be reasonably necessary to make such home site and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefore to the Association shall be added to and become a part of the annual assessment, or a special assessment, to which said home site is subject, and may be collected in any manner in which such any assessment may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any work performed hereunder.

E. Landscaping. The side, front and rear yards of each home site shall be planted with grass seed or sod, unless a homeowner has received prior written approval for another ground cover from the Architectural Control Committee utilizing the procedures outlined in paragraph IV. Grading and seeding for grass or sod should be completed by the time of occupancy, however, if the time of year does not permit, sodding and/or seeding must be completed as soon as practical and in no event later than June 15 following occupancy. Grading, sodding and seeding shall be completed in such manner as not to hinder drainage or the natural flow of surface water. Any drainage swales or easements for drainage, including road ditches, shall be left open and not filled as to hinder the natural flow of surface water. Subsurface drains and/or dry wells may be provided for by the Developer to assist home site drainage. All types of lawn ornamentation are prohibited, including but not limited to, fountains, bird feeders, gazing balls, flagpoles, benches or chairs or statuary, without prior written approval, of the Architectural Control Committee and, if approved, is limited to one item of lawn ornamentation per homesite.

F. Sports or Recreational Equipment. Any sport or recreational equipment, such as, but not limited to basketball hoops, soccer goals, swingsets and sandboxes, are prohibited without prior written permission as to type and location of the equipment by the Architectural Control Committee, and is limited to no more than one item of sporting or recreational equipment per homesite. Temporary, inflatable, or above ground swimming pools are prohibited.

G. Home site Division. An owner may not subdivide a home site to build an additional dwelling.

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

I. Signs. Except for political campaign signs, no sign of any kind shall be displayed to public view on any home site except one sign of not more than five (5) square feet advertising the property for sale or rent, or a sign of any dimension used by a builder to advertise the property during the construction and sales period. Political signs must be removed within twenty-four (24) hours after the election to which they pertain. There is reserved to the Developer, approved builder and their agents, its successors and assigns, the right to construct signs as they desire in order to foster the promotion and effect sales of home sites or structures in said development.

J. Utilities. All public utility services, either in the streets or on any home sites, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible.

VI. HOUSE PROVISIONS.

A Alterations. Any alteration, improvement, remodeling, and/or maintenance of a house (which affects the exterior appearance of the home) must be submitted to and approved by the Architectural Control Committee before any work may commence.

B. Construction Provisions. The following requirements and restrictions shall apply to each home site regarding the initial construction of a building and/or the alteration of a building:

1. Any structure must be completed within one (1) year from the date of beginning or thereafter completely removed.
2. Any additions to existing improvements (i.e., patios, storage sheds, swimming pools, fences, etc.) shall be completed within six (6) months from the start of construction.
3. During the period of construction, every reasonable effort shall be made to control erosion on the construction site.
4. All buildings and accessory buildings shall be of substantial frame, brick or stone construction and fully completed on the exterior prior to any occupancy.

C. Driveways. No stone or cinder driveways shall be permitted. All driveways are to be a minimum of twelve (12) feet wide and must be constructed of asphalt, brick or concrete. If constructed of asphalt, the depth of the asphalt shall be at least three (3) inches thick. If constructed of concrete, the driveway shall be at least four (4) inches thick. Circular drives in front of homes (if any) may be a minimum of eight (8) feet wide. Homeowners are permitted to use grass pavers and other types of landscaping devices for driveways with the prior written permission of the Architectural Control Committee.

D. Dwelling Size. No dwelling shall be erected, altered, placed or permitted to remain on any home site other than one-single-family dwelling not to exceed two and one-half (2 ½) stories in height. Exceptions may be made to this section only if they are unanimously approved in writing by the Architectural Committee.

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

Type of Home	Minimum Square Footage
Ranch Style	800 square feet
Bi-Level	1100 square feet
Tri-Level	1100 square feet
1 ½-Story	1100 square feet
2 Story	1100 square feet

- (b) Garages. All dwellings must have a full-size attached garage capable of storing at least two (2) automobiles but not to exceed space for three (3) automobiles.

VII. MISCELLANEOUS PROVISIONS.

A. Animals and Pets. Dogs must be kept on a leash. No kennels are permitted. Dog exercise areas must be approved. Such dog exercise areas of limited size up tight to the house side or rear, not to exceed eight

- (8) feet from the side of the home, may have PVC fencing, or maintenance-free aluminum fencing, 5 or 6 feet high if approved by the Architectural Control Committee. An owner may be required, at the owner's cost, to provide landscape screening for a dog exercise area that is on the side of the home,

B. Antennas. No outside above-ground T.V., A.M., F.M., or short wave radio antennas of any type shall be erected or maintained on any home sites or structures in this neighborhood. To assure the enforcement of this restriction, the Developer, for itself, its successors and assigns, does hereby agree to require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities. As concerns satellite dish installation, a property owner may erect one (1) direct broadcast satellite (DBS) dish that is not more than one meter in diameter. The system must be placed, to the extent feasible, in locations that are not visible from the street or other common property. The owner may be required by the Architectural Control Committee, at the owner's cost, to plant shrubbery or provide other screening around such system and to ensure that the color of the system and its installation is harmonious with the landscape and architecture, so long as the requirements do not unreasonably impair such owner's installation, maintenance or use of any such system. No system described in this paragraph shall be installed until the Architectural Control Committee has approved, in writing, the placement of the system under procedures outlined in paragraph IV or other government regulations which control or regulate such installations.

C. Detached Buildings. The construction and placement of any detached storage (which shall not exceed 10' X 12') or a pet shelter structure, to be used for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property, or for the shelter of pets must be of a quality construction, located in the rear yard, and must be maintained in attractive and neat

appearance and blend with the established home, including matching horizontal vinyl siding, and matching shingles, and be submitted to the Architectural Control Committee for written approval before beginning construction utilizing the procedures outlined in paragraph IV. The Architectural Control Committee shall have the authority to require protective screening around these structures. Detached buildings shall be allowed only in the area designated on Exhibit A, attached hereto and incorporated by reference herein.

D. Fires. No fire shall be permitted to burn upon any street or roadway in this neighborhood. No open fires are allowed on any home site.

E. Fuel Storage Tanks. No oil or fuel storage tanks may be installed, stored or otherwise located on any home site, except portable, government-approved containers for LP gas, gasoline or other such materials used for household purposes.

F. Garbage and Refuse Disposal. No home site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, weeds or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

G. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any home site, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner.

H. Motorized Vehicles. No minibikes, motorcycles, go-carts, snowmobiles or similar motor-driven vehicles shall be operated within the neighborhood, except duly licensed motor vehicles on dedicated public roads, operated by duly licensed persons.

I. Nuisances. No noxious or offensive activity shall be carried on upon any home sites, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood. No commercial, business, or professional office uses shall be conducted or carried on upon any residential home site except the developer and builders of Crescent Oaks may make use of several such home sites for realty sales, promotional purposes, and construction purposes, notwithstanding anything which may appear to the contrary herein.

J. Prohibited Structures. No trailer, modular home, manufactured home, prebuilt home, basement, tent, shack, garage, barn, outbuilding or any structure of a temporary character shall be moved onto, assembled or constructed on any home site and used at any time as a residence, either temporary or permanently. In addition, no trampoline, swing set, sand box, playground, basketball hoop or similar structure shall be erected without the prior written approval of the Architectural Control Committee.

K. Recreational and Commercial Vehicles. No recreational or commercial vehicles (campers, trailers, trucks, or boats) may be kept in open areas in this neighborhood, whether such open areas are on or off the home site of any home site owner.

L. Tennis Courts and Pools. No tennis courts or above ground pools shall be permitted.

VIII. GENERAL PROVISIONS.

The following general provisions shall apply:

A. Effect of Becoming an Owner. The Owners of any home site 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 home site, 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 and with the Owners and subsequent Owners of each of the Numbered Home sites and fractional interest in the Lettered Home sites affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

B. 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 feminine.

C. Controlling Law. For purposes of interpretation and enforcement the law of the State of Indiana shall control.

D. Amendment. The Developer of Crescent Oaks may unilaterally amend and revoke parts of these Restrictions, Covenants, Limitations, Easements, Agreements and Charges until such time as one-hundred per cent (100%) of all present home sites of Crescent Oaks Development (projected total of 216 home sites) shall have been sold and the deeds deeded to residential buyers thereof (not builders) and recorded. Such instrument or instruments of amendment or rescission shall be recorded in the office of the Recorder of St. Joseph County, Indiana. Thereafter the Amended Protective Restrictions, Covenants, Limitations, Easements, Agreements and Charges may be amended or rescinded, in part or whole, by affirmative vote of eighty percent (80%) of the members of the Association except that no amendment which may affect a particular home site and/or affect a member's ownership interest therein, shall be approved without an affirmative vote of one hundred per cent (100%) of the affected members. All the home sites in said Sections (hereinafter sometimes referred to as "Crescent Oaks" or "this neighborhood") shall hereinafter be referred to as "the home sites" or "the home site," and the home sites shall be subject to and impressed with the covenants, agreements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any home site in said Sections without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all said home sites in said Sections; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any land or home sites included in said Sections, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any land or home site included in said Sections shall

be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation hereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. The restrictions and limitations imposed upon said Sections are as follows:

E. Duration of Covenants. The covenants shall remain in effect until revoked or amended.

F. Separability of Covenants. Invalidity of any one covenant by judgment of a court of competent jurisdiction shall in no way affect any other covenant.

G. Enforcement of Covenants. If any person(s) shall violate or attempt to violate any of these covenants, it shall be lawful for any owner and/or the Homeowner's Association to proceed either in law or in equity, against any such person(s) violating or attempting to violate these covenants. The owner shall be entitled to injunctive relief against any violation or attempted violation of the provisions in this document and also damages for any injuries resulting from any violation of them. But there shall be no right of reversion or forfeiture of title resulting from such violation. If the Homeowner's Association or an owner employs an attorney to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorney's fees, shall be paid by the owner of the home site against whom a successful enforcement action is brought. The Homeowner's Association or the prevailing owner shall have a lien upon the home site(s) to secure such home site owner's payment of all such costs, including reasonable attorney's fees.

H. Effective Date. These covenants shall be effective upon being recorded in the Office of the Recorder of St. Joseph County, Indiana.

The undersigned certifies that he is a member of Tampico Developments, L.L.C.; that Crescent Oaks development currently has 31 home sites recorded on a final plat and that he is duly authorized by the developer to sign and record this document. Dated this 15th day of October, 2009.

Tampico Developments, L.L.C.

David Weiss, Member

STATE OF INDIANA)

) SS:

ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Weiss, known to me to be a member of Tampico Developments, L.L.C., who, being first duly sworn, subscribed and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 15th day of October, 2009.

Terry S. Shelly, Notary Public

A resident of St. Joseph County, Indiana

My Commission Expires:

5/12/2016

This instrument prepared by Rita Shell Weiss, Attorney-at-law, 828 E. Jefferson Blvd., South Bend, Indiana 46617.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)

James R. Shell

