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**LAFAYETTE FALLS GENERAL RESIDENT HOMEOWNERS ASSOCIATION (LFGRHOA)**

**PROTECTIVE RESTRICTIONS, COVENANTS LIMITATIONS, EASEMENTS, AGREEMENTS  
AND CHARGES FOR ALL HOME SITES WITHIN THE LAFAYETTE FALLS SUBDIVISION**

In

St. Joseph County, South Bend, Indiana

*Replace covenant on file 0448798*

**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" or "LFGRHOA" shall mean Lafayette Falls General Resident Homeowners Association, 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. "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.
- E. "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.
- F. "Boulevard Homes" – shall refer to lots 395 through 416 and lots 425 through 435 as documented in the St. Joseph County Recorder's office (two documents dated 7/20/2007 and 3/13/2008).
- G. "Villa" – shall refer to lots 1-17 on Morton Ct and Deluna Way and lots 222-261 on Redenbacher Ct and Cary Ct.
- H. "General Resident Homes" – shall refer to all remaining lots within the Lafayette Falls subdivision that are not considered Boulevard Homes or Villas.
- I. "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.
- J. "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.
- K. "Developer" shall mean any company or corporation responsible for overseeing the sales of properties to builders as well as maintenance of all vacant home sites until such a time when a builder has purchased a property.

- L. "Builder" is the company or organization who has purchased a home site from the developer with the purpose of building a home on the site. Until the home has been closed upon by the buyer(s), the builder is responsible for any upkeep of the home and property as detailed out in this document.
- M. "Water Feature Home site" shall mean any home site platted for use as a single family residence home site which contains thereon any portion of any water feature, including but not limited to ponds, waterfalls, and flowing water in this planned unit development.
- N. "Water Feature" shall mean any water feature designated on any plat of this planned unit development as being a water feature, including but not limited to ponds, waterfalls, and flowing water, such a creeks.
- O. "Shoreline Area" shall mean that portion of a water feature home site consisting of the land lying between the then current water line of any water feature on such water feature home site and a line parallel to and approximately fifteen (15) feet uphill from said water line.

### III. HOMEOWNERS ASSOCIATION

The official name of the organization is Lafayette Falls General Resident Homeowner Association ("Association"). This corporation, acting on behalf of the owners and future owners of home sites in Lafayette Falls, exists to promote the general welfare of the property owners in Lafayette Falls 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 the Association 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. The Association may own any land for use by all or less than all home site owners as a common area.

- A. Voting Right. Each owner of a home site in Lafayette Falls shall be a member of the Association and 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 shall be entitled to only one vote.
- B. Purpose. The Association is to manage and to support financially the landscaped entranceway and/or other common areas and all other purposes the membership deems necessary.
- C. Meetings. 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 and may modify the By-Laws with an 80% affirmative vote of the members.
- E. Dues and Assessments. The Association may levy and collect dues and assessments on home sites that within the Lafayette Falls subdivision. It shall have the authority to impose and collect annual assessments 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.
- F. 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 shall bill the owner of each home site for assessments or annual dues. These are due and shall be paid within thirty (30) days. A home site assessment paid later than January 31<sup>st</sup> of each year 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, Treasurer, or Secretary 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 rate of eight percent (8%) per annum 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.

- G. Insurance. The Association shall purchase 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 be named as an additional insured on all such policies taken out by the Association.
- H. 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:
  - 1. 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.
  - 2. 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.
- I. Calculation of Annual Dues and Assessments. The total of the annual dues and assessments shall not be more than Two Hundred Twenty-Five Dollars (\$225.00) per year per home site owned (the "Maximum Annual Assessment), except as hereinafter adjusted. After the Maximum Annual Assessment is fixed at Two Hundred Twenty-Five Dollars (\$225.00) for a particular year, it may thereafter be increased annually by the greater of (i) three percent (3%) or (ii) the percentage that the CPI has increased upon the comparison of the Index for January of the year in which the increase in the Maximum Annual Assessment is to be made and the Index for January of the immediately preceding year. As used herein, "CPI" means the Consumer Price Index for All Urban Consumers (All Items) published by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Bureau discontinues publishing the CPI, a comparable index will instead be used as a basis for making any adjustments under this paragraph. Such assessments shall commence on each home site when each home site is conveyed to a homeowner.

#### **IV. ARCHITECTURAL CONTROL**

- A. Architectural Control Committee. The Lafayette Falls Architectural Control Committee ("Architectural Committee") shall consist of three (3) persons appointed by the Board of which one must be a Board member. Members of the Architectural Committee shall serve until they are replaced by the Board or have resigned. When a vacancy occurs on the Committee, the Board shall appoint a replacement. In the absence of members to serve on this committee, the Board may function as the Architectural Committee until such time when new members can be appointed.
- 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 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.

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. All plans and houses to be constructed within Lafayette Falls are to be submitted, reviewed and approved by the Board. No single-family residence will be built on more than one lot (i.e. the purchase of multiple lots for the building of a single-family residence is prohibited). Also refer to section V(C). 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.

## **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. 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. 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.
- C. Home site Maintenance. The owner of any home site in Lafayette Falls 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 Lafayette Falls.
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 Lafayette Falls 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 to which said home site is subject, and may be collected in any manner in which such annual 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.

The Association shall have the option to act for and on behalf of each owner and/or occupant of any unit to contract with any outside agency for the purposes of snow removal from public and private sidewalks with Lafayette Falls' maintenance of common areas, and for the purpose of general property management. The cost of such services shall, at the option of the Association, be assessed to the unit owners as part of the annual assessment as provided in these Restrictions and Covenants, or be billed directly to the owner of a home site.

- D. 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 must 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.
- E. Home site Division. An owner may not subdivide a home site to build an additional dwelling.
- F. 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.
- G. Signs. No signs 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. Political signs may be displayed within 2 weeks prior to an election to which they pertain. Political signs must be removed

within twenty-four (24) hours after the election to which they pertain. There is reserved to approved builders and their agents, their 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, maintaining the size limitations as indicated above.

- H. 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, or 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 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.
- D. 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 grills or gasoline or other such materials used for household purposes.
- E. 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.

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch Style	1100 square feet
Bi-Level	1500 square feet
Tri-Level	1500 square feet
1 ½ Story	1500 square feet
2 Story	1500 square feet

- 2. 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.

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

## VII. SPECIFIC POND PROVISIONS/RESTRICTIONS

### A. Shoreline Areas

1. Exclusive Use. The shoreline area of any water feature home site shall be used exclusively by the owner of such water feature home site, the members of his/her family residing in his/her household and his/her invitees. No other persons are authorized to utilize such shoreline area.
2. Maintenance. The owner of a water feature home site shall be responsible for the maintenance of its shoreline area, including but not limited to any structure permitted to be erected thereon, and shall keep the same in a neat, clean and orderly condition at his sole cost and expense. The Association shall maintain the shoreline areas that are within the common areas of the development.
3. Landscaping. The owner of a water feature home site shall be responsible for care of the landscaping on his/her shoreline area at his/her sole cost and expense. Such landscaping shall be completed within 120 days after the residence on such water feature home site is completed, or the residence is occupied as a home, whichever is earlier.

### B. Water Features - Uses

Exclusive Use. The use of the water feature shall be reserved to the owners of home sites located on the water feature, their household members and their invitees, from the water feature home site owner's particular home site.

1. Prohibited Uses. Prohibited uses include, but not limited to the following: swimming; sail boating; motorized or non-motorized boats; fishing; ice boating; ice skating; snowmobiling; as a location for rafts or floats whether anchored or free-floating; as a water source for lawn irrigation systems; as a water heat pump discharge area; and as a cooling or heating source for a heat pump with a closed loop system. With regard to the stream connecting the upper pond to the lower pond, any modifications to any part of it that affects the flow are prohibited. This includes, but not limited to the addition or removal of stones, rocks, boulders or waterfalls. Any recommended modifications are to be submitted and approved by the Board. Should any owners, their household members and/or their invitees participate in the above listed activities, the Association and/or Board cannot be held liable or be brought to suit for any costs due to injuries associated with said activities up to and including death.
2. Maintenance. The water feature shall be kept free of debris and maintained in a reasonably clean condition by the Association.
3. Scope of Maintenance. Maintenance of the common area water feature areas (ponds and streams as well as any fountains and water pumps within them) is carried out under the direction of the Board and shall include providing such aeration and chemical treatments as are necessary to retard stagnation, maintaining the water level and quality within acceptable variances, and controlling weed and algae growth to the extent determined by the Board.

## VIII. "BOULEVARD HOME" PROVISIONS

Note: All exterior components are to be submitted by the builder or future homeowner to be approved by the Architectural Control Committee or the LFGRHOA Board before construction will begin in the Boulevard section of Lafayette Falls. Below are items to be reviewed.

- A. All homes in this section shall have an earth tone color of siding as currently being used by other sites within the boulevard section with white trim windows and black or earth tone color shutters.
- B. Gutters and downspouts shall be white
- C. Fencing must be white, have an entrance/exit door at the East and West sides of the courtyard and must be patterned after the existing fences already present in the boulevard neighborhood. Fencing is only required once another house has been built on an adjacent lot. Until such time as an adjacent home is built, the homeowner may erect a fence that surrounds the vacant area next to the home but may not extend the fencing outside their designated property line.
- D. All windows facing into the courtyard of the adjacent house shall be frosted. All homes will have a courtyard on the South side of the house with exception of the corner homes at the far Southern end of the lots designated for the boulevard homes.
- E. All front entrance doors shall be black or dark earth tone in color and either in a flat or semi-gloss nature
- F. White storm doors are acceptable when 70% of the door is made of clear glass.
- G. Only acceptable base around plants and shrubs in the front of the house would be a near-brown/dark brown color landscaping material. This would include such items as mulch, rock/pebbles or similarly colored material.
- H. Porch railing and hand rails shall be black
- I. Shingles can be standard or architectural but black in color
- J. Porch flooring is to be made of composite boards of the same color as all homes presently built in the boulevard section.
- K. Columns holding up porch roof are to be patterned by color and basic shape (Colonial) after the currently built homes in the boulevard section.
- L. Wall lights on the front porch or to the right and left of the garage must be black and patterned after the homes presently built in the boulevard section.
- M. Garage doors are to be white with or without windows. Maximum width of garages will be 24 feet from footer center to footer center.
- N. Homes are to be of a structure similar to houses already built in the Boulevard section.
- O. While multiple lots can be purchased by a single owner, only one house can be built on each lot.
- P. Homes on Stewart Drive surrounding the dog park common area are to be built in sequential order due to courtyard needs and sprinkler system hook up.
- Q. Tapping into the sprinkler system for homes on Stewart Drive across from the dog park is mandatory but may not extend beyond what is designated as the front yard section. The only exception is those homes sitting on corner lots where the system may be extended into the side of the home facing the street. Modifications to the existing sprinkler system on a homeowner's property is limited to the replacement of sprinkler heads.
- R. Other than the yearly dues paid to the HOA by all homes in Lafayette Falls, the boulevard homes will have a shared yearly financial responsibility for alley plowing. In addition, the Stewart drive homes facing the dog park will also have a yearly financial responsibility for the city water and electricity used for the sprinklers for their lawns. The owners are also responsible for any repairs to sprinkler heads that fall on their property. However, all electricity and water bills for the commons area dog park will be paid for by the HOA as well as any repairs needed underground for the dog park and home sites surrounding it.



- S. Due to the nature of very small courtyards in this section, no activities that would negatively impact the adjoining neighbor's house/occupants are allowed.
- T. Any proposed deviations are to be in writing and submitted to the HOA architectural committee for approval. Allow up to 3 weeks from receipt by the committee for an approval or denial of the proposal(s).

**IX. MISCELLANEOUS PROVISIONS**

- A. Antennas. No outside above-ground TV, AM, FM, Citizen Band (CB) or short wave radio antennas of any type shall be erected or maintained on any home sites or structures in the Lafayette Falls subdivision. As concerns satellite dish installation, a property owner may erect a direct broadcast satellite (DBS) dish that is not more than one meter in diameter. Local TV antennas will be permitted if the size does not exceed that of a DBS dish as defined above. The system must be placed, to the extent feasible, in locations that are not visible from the street or other common property. No such antennas or poles for these antennas are to be installed in the ground in the front yard of the property as defined as starting at the street curb up to the front walls of the house or garage, whichever extends the farthest away from the street. 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. Systems described in this paragraph shall be installed following all government regulations which control or regulate such installations.
- B. Fires. No fire shall be permitted to burn upon any street or roadway in this neighborhood.
- C. Fireworks. The setting off of any fireworks needs to be in compliance with Indiana and South Bend laws and set off on the owner's property, the property of someone who has given permission to do so or at a special fireworks discharge location approved by authorities. Common areas are also not to be used for this purpose.
- D. 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.
- E. Tennis Courts and Pools. No tennis courts or above ground pools shall be permitted. In-ground pools are permitted but must have a pool cover capable of meeting all governmental codes and regulations for safety. Children's pools of no more than 15 inches in height and 6 feet in diameter are permitted but must be stored within the house, garage or out of sight from the street when not in use.

**X. GENERAL PROVISIONS**

- 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 a builder or from a 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 builder or 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 builder or the Developer, the Association and to and with the Owners and subsequent Owners of each of the

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.** These Covenants 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. Such instrument or instruments of amendment or recisions shall be recorded in the office of the Recorder of St. Joseph County, Indiana.
- E. All the home sites in said Sections (hereinafter sometimes referred to as "Lafayette Falls" 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:
  - 1. **Duration of Covenants.** The covenants shall remain in effect until revoked or amended.
  - 2. **Separability of Covenants.** Invalidation of any one covenant by judgment of a court of competent jurisdiction shall in no way affect any other covenant.
  - 3. **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.
  - 4. **Effective Date.** These covenants shall be effective upon being recorded in the Office of the Recorder of St. Joseph County, Indiana.

