

RULES & REGULATIONS

FOR

LAKE HILLS MASTER HOMEOWNERS ASSOCIATION, INC.

Pursuant to **Article IV – Section 9** of the Declaration of Covenants and Restrictions for Lake Hills Master Homeowners Association, the following Rules and Regulations, which shall be binding upon respective Owners of Lots within Lake Hills residential subdivision, their heirs, executors, administrators, successors, mortgagers, grantees, leases, and assigns:

A. Authority

These Rules and Regulations are adopted pursuant to the Declaration of Covenants, Restrictions, Easements, Charges, and Liens for Lake Hills of St. John, Indiana, recorded in the office of the Recorder of Deeds of Lake County, Indiana on **November 8, 2004 as Document #2004-095062** and as amended thereafter. Said Rules and Regulations were duly adopted by vote of the Lake Hills Master Homeowners Association, Inc. Board of Directors at its meeting held on December 19, 2011.

B. Purpose of the Lake Hills ARC Committee

The Lake Hills ARC Committee has been established to ensure that the Lake Hills subdivision remains an attractive, harmonious residential development with continuing appeal has been established to achieve this objective.

C. Responsibility

The Lake Hills Master Home Owners Association Board of Directors (hereinafter referred to as the Board) bears the responsibility for establishing, maintaining, and enforcing architectural standards within Lake Hills.

The HOA assumes no responsibility for the following:

- i. Soil erosion or other unstable soil conditions
- ii. Compliance with governmental laws, codes, or ordinances;
- iii. Performance of quality work by any contractor or subcontractor;
- iv. Structural adequacy or safety of the proposed improvement or structure; and
- v. Any other circumstance not specifically stated in the Association's governing documents.

D. Governmental Control

The Lake Hills Master Home Owners Association (herein after referred to as the LHMHOA) sets forth the minimum requirements for compliance. If the requirements for compliance to the LHMHOA conflict with governmental ordinances, the governmental ordinances shall take precedence. If the requirements for compliance to the LHMHOA are more stringent than the governmental ordinances, the LHMHOA shall take precedence.

SECTION 1. GARAGE REQUIREMENTS (Refer to Covenants)

SECTION 2. PERMITTED CONSTRUCTION MATERIALS (Refer to Covenants)

Single Family Homes (Refer to Covenants)

Garages and Driveways (Refer to Covenants)

Townhomes and Duplex Units

Materials (Refer to Covenants)

Vinyl – Not allowed (See Amendment # 5)

SECTION 3. ANTI-MONOTONY (Refer to Covenants)

SECTION 4. MINIMUM BUILDING AREA AND SETBACKS - (Refer To Covenants)

- a. Two story homes shall require a minimum of twenty six hundred (2,600) square feet except for lots 1-15, 29-36, and 159-190, in which the minimum shall be thirty five hundred (3,500) square feet.
- b. A one and one-half story residence shall contain at least twenty six hundred (2,600) square feet, not less than seventeen hundred (1,700) square feet of which shall be on the first floor. For all purposes of this Declaration, a one and one-half story residence shall be defined as a residence with a second floor above the first floor, which second floor is smaller in living area than the first floor but not to include these buildings commonly described as multi-level, split level, bi-level, or tri-level.
- c. A one story residence shall contain at least twenty one hundred (2,100) square feet except for lots 1-15, 29-36, and 159-190, in which the minimum shall be twenty five hundred (2,500) square feet.
- d. Residences which are commonly referred to as multi-level, bi-level, tri-level or split level are not allowed in said Subdivision.
- e. A Duplex residence shall contain at least 1,600 square feet per unit.

- f. A Townhome residence shall contain at least 1,600 square feet per unit.
- g. (See Covenants for Setback Requirements)

SECTION 5. NO TEMPORARY BUILDINGS, OUT BUILDINGS, CAMPERS, TRAILERS, ETC.

No temporary house, campers, habitable motor vehicles, boats, pet enclosures, batting cages, sheds, trailers, tents, stands, recreational appurtenances, shacks, basements or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any Lot at any time as a residence. No vehicles shall be repaired except inside a garage.

Tents or canopies may temporarily be placed on the homeowner's property for special events (e.g., sleepover, graduation party, or tournament) but for no longer than 72 hours.

Structures/containers of a temporary nature may be placed upon a homeowner's property after notifying the Lake Hills property manager of the reason. The length of time for a temporary structure/container is 14 days.

SECTION 6. SIGNS

Owner of a Lot may indicate that the Lot and/or residence thereon is for sale by posting a sign on the property. No other signs, banners or other manner of advertisement shall be permitted in the Subdivision without the express written consent of the Developer, or his successor or assigns. This provision shall not apply to any sign the Developer may erect identifying or advertising the Subdivision. This provision shall not prohibit a home builder from advertising a model home or sales office in this Subdivision. Sign size allowed is 24" X 36".

- a. No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than two (6) square feet (or such other dimension approved by the Board) advertising the property for sale.
- b. Two commercially produced security signs.
- c. One standard commercially produced realtor sign (e.g., "For Sale,") may be displayed in the front yard or, if it's a corner lot, on the side facing the street.
- d. On the day of an open house additional directional signs may be on display as appropriate on common property.
- e. Signs are permitted for garage/estate sales. All signs must be taken down at the end of the day of the sale. Failure to take down signs may result in an immediate fine.
- f. One standard commercially produced builder sign is permitted per lot and must be no longer than 24" X 36".

SECTION 7. LOT OWNER'S RESPONSIBILITY FOR SIDEWALKS AND DAMAGE TO SIDEWALKS & CURBS – (Refer to Covenants)

SECTION 8. NO TRUCKS, CAMPERS, ETC. TO BE KEPT ON ANY LOT OR ON ANY STREET

No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated or undedicated street or right-of-way in the Subdivision, and the dedication of any such right-of-way or street in the plat attached hereto shall be subject to this provision. No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any Lots, driveways or streets in the Subdivision unless housed or garaged completely in a structure which complies with this Declaration. No commercial work vehicles with lettering are to be parked overnight on lots, streets or driveways without the express written consent of the ARC Committee.

SECTION 9. JUNK, MACHINERY, STORAGE TANKS AND MATERIALS (Refer to Covenants)

SECTION 10. FENCES (See Amendment IV – Use A-F in Covenants)

SECTION 11. DRIVEWAY REQUIREMENTS

No residence or building erected or placed on any Lot in the Subdivision shall be occupied in any manner at any time prior to the installation and construction thereon by the Owner thereof (at the Owner's sole expense), of a concrete, brick paver, or asphalt driveway with concrete curbs from the street to the garage, provided, however, that this requirement may be extended for a period not to exceed one hundred twenty (120) days in the event such building shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway.

- a. Driveways cannot be altered in shape or color from the originally installed driveway without written approval from the Board.
- b. Driveways shall comply with the architectural standards for said lot as set forth in the Declaration of Covenants and Restrictions.
- c. Driveways shall be only made of concrete, brick paver, or asphalt driveway with concrete curbs.

SECTION 12. EXTERIOR COLOR PLAN

The ARC shall have final approval of all exterior color plans and each Owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trim, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the **natural color scheme** of and for Lake Hills.

SECTION 13. ROOFS, ROOF REPLACEMENT AND MODIFICATIONS

Flat roofs shall not be permitted. No built-up roofs shall be permitted. The composition of all pitched roofs shall be of materials approved by the ARC.

- a. Roofing cannot be altered in shape, color, or material from the originally installed roof without written approval from the Board.
- b. Roofing shall comply with the architectural standards for said lot as set forth in the Declaration of Covenants and Restrictions.

SECTION 14. CURBSIDE MAILBOXES

In the event curbside mailboxes (boxes not attached to the residence) are required for delivery of the U.S. Mail in the Development, the Owner of each Lot upon which a residence shall be constructed shall install, erect or place on such Lot or within any other Lot or any right-of-way in the Development only such a mailbox or receptacle as the ARC shall approve. Under no circumstances shall non-decorative, rural curbside mailbox (sometimes referred to as U.S.1, 2-2/3 or 2, etc.) be installed anywhere in the Development. The street number shall be affixed to the mailbox. In those cul-de-sacs where there are landscape islands, mailboxes for cul-de-sac Lots shall be clustered in the island.

- a. Mailboxes may be installed without approval of the Board provided that:
 - i. Brick or stone mailboxes are preferred
 - ii. Installation is to occur within 15 days of the homeowners move in date. Temporary mailboxes such as those constructed with 5 gallon buckets are not allowed.
 - iii. Mailboxes are constructed of brick or stone, aluminum, Pre-manufactured wood in muted colors such as black, dark brown, or bronze. No primary colors are allowed.

- iv. Mailboxes are to be maintained in a clean working order. Owners may not permit mailboxes to become an unsightly nuisance.
- b. The following are not permitted on mailboxes: Decals, Artwork, Flower bags, and decorative outgoing mail flags.

SECTION 15. ARTIFICIAL VEGETATION & YARD ART

a. Artificial Vegetation

No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARC.

b. Yard Art

Seasonally appropriate decorations (e.g., statues, artificial vegetation) on the exterior or in the yard of a homeowner's property must be of a size, nature, quality and quantity that are in keeping with the demeanor of the community and at the discretion of the Board. Decorations should be composed of a permanent material such as ceramic, stone, or metal and in a manner that is natural in look, color, size, and placement and indigenous to the climate and surrounding landscaping within the homeowner's property and the community. Color of decorations should be seasonally appropriate, neutral or follow the monotony code. Such decorations should not interfere with a neighbor's enjoyment of their own property.

SECTION 16. CLOTHES DRYING AREA (Refer to Covenants)

SECTION 17. RUBBISH, TRASH AND GARBAGE

No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot, except in enclosed containers located in appropriate areas concealed from public view and trash shall not be placed at curbside for pickup before 7 P.M. the day before.

All receptacles and any items not removed by trash haulers must be moved and placed back out of sight until proper arrangements can be made for removal, no later than 7 P.M. the day of trash pick-up.

When major structure renovations are being made to a property, a contracted disposal dumpster is permitted on a homeowner's driveway (not on public streets) after notifying the LHMHOA property manager of the reason for the project and the anticipated duration for the project. All projects should be completed within an appropriate timeframe with the dumpster remaining on the property for a maximum of 45 days. If the dumpster is needed beyond 45 days, contact the LHMHOA property manager to request approval for extended use of the

dumpster for an additional 15 days. All construction debris must be contained within the dumpster in a neat manner and not overflowing so items do not blow away. When the container is full (i.e., at or above rim of container), it must be emptied or removed within two business days. The dumpster must be removed after completion of the project within two business days.

SECTION 18. LAWN & LANDSCAPING& MAINTENANCE

All landscaping shall be substantially installed within sixty (60) days of completion of substantial home completion, issuance of an occupancy permit or within sixty (60) days of completion of the exterior, whichever occurs first. Parkway, front and side yards shall be sodded. Rear yard shall be sodded or seeded. "Substantially installed" includes the installation of all specified turf-grass, trees shrubs, etc. The required sodding, seeding, and landscaping of homes completed or occupied between November 1st and April 15th may not be possible due to unseasonable weather conditions. Landscaping in such situations must be substantially completed by the following May 30th. However, in situations where landscaping is delayed due to unseasonable weather conditions, erosion control methods shall be exercised to prevent siltation of roadways, ponds, storm sewers, and off-site properties until such a time as permanent vegetative erosion control (turf grass, landscaping) is established. A minimum of one (1) shade tree in a diameter of 2-1/2" minimum shall be planted in the parkway for each forty (40) linear feet of parkway per the Street Tree Master Plan as approved by the Town of St. John. All trees shall be of a type as established by Ordinance of the Town of St. John.

A minimum of three (3) shade trees in a diameter of 2" minimum shall be planted in the front, side or rear yards of each Lot.

Foundation landscaping shall be provided on the front, sides, and rear of each dwelling unit. Additional landscaping shall be required for corner lots, subject to approval by the ARC committee.

No landscaping shall commence until a complete landscape plan with front, side, and rear views has been submitted to and approved by the ARC in writing.

The natural splendors of the numerous types of natural trees at Lake Hills are one of its many features that enhance the beauty of this site. The Developer has taken this into account in arriving at the final development plan for Lake Hills while working with Landscape Architects, planners, engineers and surveyors. It is therefore, of the utmost importance that we all strive to preserve and care for these trees whenever possible.

The following guidelines for preservation and conservations shall be followed:

Trees that are located within the building envelope which shall be defined as an area extending five (5') feet from the foundation sides may be removed.

Trees that are located within proposed driveway areas may be removed.

Utilities should be placed to minimize any tree removal preferably within close proximity of the driveway corridor.

Within the transition zone, which shall be defined as that area of the yard that extends 30' from the building envelope, trees whose trunk size are 6" or greater in diameter that are damaged or removed in the construction process, shall be replaced with a number of trees whose combined diameter equals the total diameter of trees removed, with a maximum per tree requirement of two new trees.

The zone between the transition zone and conservation zone shall be designated as the preservation zone within each lot. Within this zone, any activity that includes the removal of existing trees with a trunk diameter of six (6") inches or greater will not be given permission to be removed unless approved by the Developer or its successor.

A twenty (20') foot conservation zone shall be established on all rear lot lines, site grading and clearing are restricted within these areas. Areas and specific trees to be preserved shall be ribboned or fenced off to prevent unwanted disturbance.

Homes should seek to preserve and incorporate existing trees and other natural features into their landscape plan. All side and rear yards must include shrubbery.

Lot grading should follow and adhere to the final engineered grades. Areas of cut and fill should be minimized and into the existing terrain.

Special attention should be given to the use of retaining walls. No walls over four feet shall be permitted. If required, walls should be terraced.

Erosion control fence or other approved method shall be placed on each lot during construction at the down slope sides, and all areas that abut open spaces and water features.

Areas with grass cover shall be maintained in such a manner that the grass is regularly cut and is free from excessive weed growth.

If any plant, shrub, or tree that is located in the front yard area of a home, or in plain view from the street should die, the homeowner has up to 3 (three) months, or the beginning of the next planting season to have it removed and/or replaced.

SECTION 19. NINETY DAYS TO COMPLETE SHELL AND SIX MONTHS TO COMPLETE FINISHED EXTERIOR (Refer to Covenants)

SECTION 20. WEED CUTTING AND CLEAN UP (Refer to Covenants)

SECTION 21. ANTENNAE, SATELLITE DISHES, ABOVE-GROUND POOLS (Refer to Covenants)

SECTION 21.1 AIR CONDITIONING EQUIPMENT (Refer to Covenants)

SECTION 21.2. OUTDOOR FURNITURE, PLAY FACILITIES, AND BASKETBALL HOOPS

Outdoor furniture and outdoor play equipment, toys or facilities shall be maintained in good “like-new” condition and shall not be stored or maintained so as to create an eyesore or nuisance to neighboring houses or residents. “Out of season” furniture, play equipment, toys or facilities shall be stored indoors.

- a. Basketball hoops that are cast in place with concrete are permitted with ARC approval. No portable basketball hoops are permitted.
- b. Basketball hoops must be clear acrylic, without any decals, and lights.
- c. Playground equipment may only be installed in the rear yard of the lot and be located so that it is not visible from the street that the residence faces.
- d. Trampolines must be stored indoors during the winter season from November 1st to April 1st.
- e. All play equipment, regardless of type, must always be maintained in good condition as not to create an eyesore.
- f. No bike/skate ramps shall be permitted in the streets.

SECTION 21.3. EXTERIOR LIGHTING (Refer to Covenants)

SECTION 22. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY, AND VALUE OF THE DEVELOPMENT

A. Necessity of Architectural Review and Approval.

No improvement or structure of any kind, including, without limitation, any building fence, wall, swimming pool, tennis court, basketball hoops, screen enclosure, decorative building, deck, gazebo, play structure, lighted recreational area, landscaping, landscape device or object, exterior lighting, structure or other improvement shall be commenced, erected, placed or maintained upon in any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specification and location of the same shall have been submitted to, and approved in writing by the Architectural Review Committee

(ARC). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. No foundation shall be poured nor shall construction commence in any manner or respect until the layout for the structure is approved by the ARC.

B. Architectural Review Committee.

The Architectural Review Committee (ARC) shall consist of three (3) or more members, who need to be members of the association, appointed by the Board. The Developer shall have the right to appoint all of the members of the ARC, or such lesser number as the Developer may choose, as long as the Developer owns at least one lot in Lake Hills. In the event the Developer shall relinquish its authority to appoint the members of the ARC, after the Developer no longer owns at least one lot in Lake Hills, the members of the ARC shall be appointed by a majority of the Owners of Lots in Lake Hills at a meeting called for such purpose.

C. Powers and Duties of the Architectural Review Committee (ARC)

The ARC shall have the following powers and duties:

1. To require submission to the ARC of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, deck, gazebo, play structure, lighted recreational area, landscaping, landscape device or object, exterior lighting, structure or other improvement, the construction or placement of which is proposed upon any Lot in Lake Hills. The ARC may review and pre-approve preliminary plans of a proposed Owner prior to the submission of plans and specifications from an architect with the final review and approval contingent upon submission of plans and specifications from a licensed architect provided for herein. The ARC may require submission of samples of building and construction materials proposed for use on any Lot and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration including but not limited to, a site plan showing location of the buildings, landscape plan, fences, gas or electric yard light and other structures upon the Lot. The ARC shall encourage the use of natural siding materials, such as brick, stone, cedars, or fiber cement siding.

2. The ARC shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the ARC:

- a. Such site plans and/or construction plans are not in accordance with all of the provisions of this Declaration; or
- b. If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures, or of the character of the Development; or
- c. If such site plans and/or construction plans as submitted are incomplete; or
- d. If the ARC deems the construction plans or any part thereof or any material used on the exterior of the building to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare, or rights of all or any part of the real property, subject hereto, or the Owners thereof, or the adjacent property Owners, all in the sole and uncontrolled discretion of the ARC; or
- e. If the ARC shall, within its sole and unlimited opinion and discretion, deem the site plans and/or construction plans or any part thereof or the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of other sites or buildings in the Development.

3. The purpose of an anti-monotony code is to preserve the visually pleasing character planned for Lake Hills. In so doing, it promotes individuality of homes and enhances property values.

Therefore, the following standards shall be adhered to:

- a. No plan shall be approved for any dwelling unit that is the same as any home on the same street which is within 2 lots distance of it on either side of the street. A dwelling unit on a corner lot may be considered dissimilar to another if the two dwellings face different streets. If a builder intends to provide a series of home plans, a minimum of 3 different front elevations per plan shall be provided for approval.
- b. Townhomes and duplexes should be designed to be somewhat uniform in design; however, special attention should be given to architectural character and detail so as to provide an interesting and creative streetscape.

D. ARC Process

1. Any lot owner and their builder or a builder that submits building plans, and or improvements plans to the ARC must be in good standing within the Lake Hills Subdivision Master Home Owners Association (no outstanding assessments, fines, or late/finance charges).
2. Any Committee member seeking review by the ARC or with an economic or personal interest in a matter before the Committee must not participate in the deliberation or vote of the Committee.
3. All Committee members must have an ownership interest in a lot located in Lake Hills Subdivision.
4. All Committee members must be members in good standing with the Lake Hills Homeowners Association (no outstanding assessments, fines, or late/finance charges).
5. Committee members will serve without compensation.

The decisions of the ARC shall be final. Neither the Developer nor any agent of the Developer nor any member of the ARC shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans. The ARC may require the deposit of a reasonable fee from the Lot Owner prior to review and approval of the plans or specifications. The ARC shall respond to submissions by Lot Owners within forty five (45) days of receipt of submission, and shall in such response either approve, subject to modification being completed for resubmission, reject the submission, or inform the Lot Owner that submission is incomplete. In the event of rejection, the ARC shall indicate the reasons for such rejection.

Builders and contractors who fail to adhere to ARC rules and regulations as set forth herein may be subject to being barred from future home construction within the Lake Hills subdivision by an affirmative majority vote of the ARC.

SECTION 23. ACCEPTANCE BY GRANTEES (Refer to Covenants)

SECTION 24. EASEMENTS AND STREET RIGHTS OF WAY (Refer to Covenants)

SECTION 24.1. OBLIGATION TO MAINTAIN COMMON AREAS AND RIGHTS OF THE TOWN (Refer to Covenants)

SECTION 24.2. TOWN OF ST. JOHN COMMON AREAS LIEN RIGHTS (Refer to Covenants)

SECTION 25. LEASING OR RENTAL OF RESIDENCES STRICTLY PROHIBITED

No Owner shall lease or rent his Dwelling or Dwelling Unit within Lake Hills Subdivision. Violation of this provision of the Declaration shall subject a violating Owner to sanctions as set forth herein.

SECTION 26. HOLIDAY DISPLAYS

The LHMHOA can erect exterior holiday decorations and lighting at the discretion of the Board. Homeowners may erect exterior winter holiday decorations (including balloons and inflatables) and lighting (for appropriate holidays) on homeowner property beginning November 10, but may not illuminate decorations until the Thanksgiving weekend. Exterior decorations and lighting must be removed by February 15 unless extended at the discretion of the Board.

Exterior decorations in honor of specific religious or personal events (other than as outlined in the LHMHOA Rules) including balloons, inflatable objects and lighting are subject to the discretion of the Board. A request for such a display must be submitted in writing to the property manager 45 days in advance.

SECTION 27. FLAGS & BANNERS

The American flag and military flags may be flown in accordance with the Official USA Flag Code. Two flags per household are permitted and flags may not exceed 3' X 5'. Flags must be maintained properly and replaced when they become torn or faded. Any artificial lighting cannot shine on any neighboring homes. Flags should be made of fabric, not paper or plastic. Small decorative American flags are only permitted on national holidays.

Mounted flagpoles may be on the front or back fascia of the home. One flag per pole is allowed; two flags per household are permitted. Pole mounts are to be directly on the house. Yard poles would be considered a permanent structure and will require ARAC approval. Wood, plastic, or metal poles are permitted. The poles should be no more than six feet (6') long and they should be maintained in good condition. (ARC approval required)

SECTION 28. PORTABLE STORAGE TRAILERS

Temporary or portable storage trailers are permitted in Lake Hills for a period of up to seven (7) days only during active construction/renovation activities at the residence. These portable storage trailers must be placed between the sidewalk and the residence with enough clearance to not create a blind spot causing a safety concern for pedestrians or cyclists using the sidewalk.

SECTION 29. FINES & HEARINGS

A. FINES

1. Violations may result in the imposition of the following fines. Any expenses incurred by the HOA resulting from a homeowner violation shall be the sole responsibility of the homeowner, including, but not limited to, legal fees and costs of enforcement.
2. Fine schedule per violation:
 - a. **First violation:** Written notice delivered by first class mail. This notice is considered a warning. Homeowner has fourteen (14) days from the date of the letter/postmark to comply or respond to the Homeowner's Association. If no other notices are received within the next twelve (12) months, the notice is removed from record.
 - b. If fourteen (14) days have passed since First Notice and the violation persists or written notice to remove the violation has not been submitted to the current management company, a Second Notice will be sent. **Second Notice will result in a \$50.00 fine.**
 - c. If ten (10) days have passed since the date of the Second Notice and the violation persists or written notice to remove the violation has not been submitted to the current management company, a Third Notice will be sent. **The Third Notice will carry a \$100.00 fine.**
 - d. In the event of any ongoing and continuous violation, the Board reserves the right to levy a fine each day the violation continues. The daily fine shall not exceed \$50.00 per calendar day.
 - e. If violation fee(s) reach a level deemed inappropriate by the Board, the Board may seek legal remedy to bring the homeowner into compliance, including, but not limited to, lien upon the property and civil litigation.

B. Hearing

1. The Board of Directors shall appoint a hearing review committee of three (3) people consisting of one Board member and two home owners.
2. Any homeowner charged with a violation may challenge the notice of violation and submit a written request for a hearing before a Committee that will report to the Board. In the event you cannot correct the issue in a timely manner, contact the property manager to work out a time line to fix the issue.

3. Any failure by the homeowner to appear will result in a default ruling against the homeowner.
4. The Board shall notify the homeowner of its decision via U.S. Mail or personal delivery. Upon finding the homeowner in violation, the homeowner shall remedy the violation(s) and pay all fines assessed within thirty (30) days of the notification. Failure to remedy the violation and make full payment within the thirty (30) day period shall subject the homeowner to all legal and equitable remedies available under the laws of the State of Indiana.
5. The Board reserves its right to pursue any and all legal and equitable remedies to compel enforcement.
6. Any violation that implicates the Town of St. John ordinance shall be referred to the Town of St. John as well.

SECTION 30. ON-SITE INSPECTION PROCEDURES

The current management company will make twice monthly inspections of the entire Lake Hills subdivision.

A. GUIDELINES

1. Each street is to be marked off on a subdivision plat as inspected and included in the inspection report.
2. The same day of the month shall not be used. Inspection days shall be random.
3. All inspections shall be made from the street or sidewalk. No entry shall be made on the homeowner's property (including landscape or water detention easements).

B. INSPECTION REPORTING

1. Each violation will be reported on the violation report document.
2. Each violation shall have a picture of the violation taken from the inspector's viewpoint.
3. A copy of the violation(s) will be sent to the President of the Board.

C. INSPECTION REPORT PROCESSING

1. The completed inspection report will be distributed to all Board members prior to the next scheduled Board meeting for executive session review.

SECTION 31. MISCELLANEOUS

- a. No portion of the property, including individual units, may be used for the storage of anything that will cause any portion of the property to be in an unclean, untidy, unsafe, or unsightly condition. No person shall keep any substance, thing, or material anywhere on the property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb any person.
- b. No actions tending to cause embarrassment, discomfort, annoyance, or nuisance to any person will be permitted.
- c. No homeowner or occupant may make or permit any other person reasonably within his or her control to engage in any conduct that will interfere with the rights, comfort, or convenience of any other person.
- d. No homeowner or occupant will play or operate any musical instrument, stereo, television set, or any similar device at such high volume or in such other manner that it will cause unreasonable disturbance to other unit owners or occupants.
- e. No bike/skate ramps shall be permitted in the street.
- f. Hot Tubs
 - i. Hot tubs must be incorporated into the deck or patio but may not be more than fifteen (15) feet from the rear wall of the residence.
 - ii. Hot tubs must be concealed from view from neighboring homes by landscaping and/or screens.
 - iii. Village permits as required.
- g. Radon mitigation systems may be installed on a home without prior ARC approval. The system preferably should be installed on the rear outside of the home or out of sight from the street.

END OF RULES AND REGULATIONS