

DECLARATION OF FRANKLIN County Recorder **IN**
Recorded as Presented

COVENANTS, CONDITIONS, AND RESTRICTIONS LAKE
SHORE RESORT SUBDIVISION

This declaration is made this 26th day of July, 1976 by Lakeland Developers, Inc, an Indiana Corporation hereinafter referred to as "**Developer**", and amended this 273 day of herkes 2014.
September

WITNESSETH:

WHEREAS, the Developer is establishing a recreationally oriented subdivision on the lands described in Exhibit A hereto known as LAKE SHORE RESORT (hereinafter referred to as the "Development") to consist **of** campsites, roads, parks and common areas as shown and described on the plats of the Development recorded **and** to be recorded by the Developer with the Recorder **of** Deeds for Franklin County, Indiana, and

WHEREAS, the Developer has sold and conveyed lots situated with a part **of** the Development,, and desires to subject and impost upon the lands within **the** Development and the campsite lots and parcels located therein, certain mutual **and** beneficial restrictions, covenants, conditions, easements, liens and charges (hereinafter referred to as the "Restrictions") for the mutual benefit and compliment of the various lots and parcels in the Development and the future owners thereof:

NOW THEREFORE, the Developer hereby declares that all of the lots located on the lands described in Exhibit A attached hereto within the Development **that** are designated by the Development, either on the recorded plats of said Development or otherwise, as recreational in character, are held **and** shall be **held**, conveyed, hypothecated or encumbered, leased, rented, **used**, occupied and improved, subject to the following restrictions, all of which are declared and agreed to be in furtherance of a

plan for the Development, improvement, and sale of said lots, and are established and agreed upon **for the** purpose of enhancing and protecting the value, desirability, and attractiveness of the Development as a whole and of **each of said** lots situated therein. All of the restrictions **shall run** with the land and shall be binding upon the Developer and all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof, subject to such Restrictions. (Such persons, being sometimes hereinafter referred to **as "Owners"**). The Developer specifically reserves unto itself the rights and privileges, **prior** to the sale by it of the particular lot or tract of the land concerned therewith, to designate any such lot or tract of land within the Development as being commercial in character with prior approval of the County Planning Commission: and, where necessary, **to apply** the necessary governmental body for such commercial classification or zoning. Such designation shall be **accomplished** by recording in Franklin County, Indiana, a Supplemental Declaration executed by Developer and describing the lot or lots to be designated as commercial in character.

AMENDMENT:

For purposes of amendment, **a land contract vendee shall be considered an Owner**. All such instruments executed, in writing, for the purposes herein shall be filed for the record with the Franklin County Recorder.

1. Character of the Development

In general, every numbered lot shown of the Development will come under one of the three classifications.

I. Recreation Vehicles, Motor Homes. Mobile Homes and Travel Trailers Section 1-3

This classification of campsite lots will have water and electricity. Usage of these lots is restricted to recreation vehicles, mobile homes, etc. Free-standing tents will be permitted for up to seven **(7)** consecutive days. No permanent residential structures will be permitted. Storage sheds or garages can measure no more than **800 square feet or 14 feet wall height with occupancy and a building permit from Lakeshore resort and Franklin county is required. No buses, whether with the current registration and drivable manufactured or modified, of any kind, will be allowed in this area. Mobile homes and motor homes that are certified in place, as of (the date of adoption of these covenants)** shall be allowed to remain on the lots, provided they meet all zoning

and health department requirements, and other applicable state and local laws, rules, and regulations. **In the event a property owner wishes to replace** The current mobile home can't be replaced with a mobile home., **the property owner shall first seek approval from the Franklin County Area. Plan Commission and/or Board of Zoning Appeals, and/or Health Department, and then shall seek permission from the Environmental Control Committee of LAKE SHORE RESORT.**

Failure of the Developer or of the Association to develop of central sewage system shall not result in any liability on the part of LAKE SHORE RESORT for any failure of any Owner's waste collection system.

II- Building

Sites in Section 2

This classification of lots will have an approved septic system, water, and electricity. Each dwelling will have a minimum of 960 sq. ft. of **living** area on the first floor. The living area does not include porches, breezeways, terraces, garages, or exterior or interior stairways. The plans for the building shall **be** first submitted for approval to **the** Property Owner Association of LAKE SHORE RESORT before obtaining the building permit from the County Planning Commission. No **other** structure will be allowed to **be** erected on these lots before the living area is completed. No motor homes, mobile homes, or camping vehicles will be permitted on these lots at any time for the purpose of occupancy.

Owners who occupied any Section other than the "Homesite Lots Section" as a permanent residence prior to October **12, 2012**, will be permitted to continue to use their property in the same manner until such time as **the** ownership of the property changes, whether by **deed**, trust, inheritance, contract sale, or another method of conveyance. In order to do **so**, the owner must meet any requirements imposed by the Franklin County Area Plan Commission, Board of Zoning Appeals, and/or Health Department. **Any** person acquiring an interest in any lot within LAKE SHORE RESORT after October **12, 2012**, will not be permitted to use their property as a permanent residence unless such property is located in the "Homesite Lots Section" of LAKE SHORE RESORT.

Failure of the Developer or of the Association to develop of central sewage system shall not result in any liability on the part of LAKE SHORE RESORT for any failure of any Owner's waste collection system.

III-

Commercial

In this classification, the lots will be used for accommodating business or commercial. These lots must first be approved by the Plan Zoning Commission of Franklin County, Indiana.

IV - Additional Information

It is the express intention of the Developer that all recreational vehicles or campsite lots within

LAKESHORE RESORT SUBDIVISION is intended for use and occupancy for

recreational purposes **only**, and are never to be used for primary residential purposes, **except** when the "Homesite Lots Section" is designated and approved by the County Planning Commission. (Lots in this section to be 10,000 sq. ft. minimum). This restriction will be enforced by the LAKE SHORE RESORT **ASSOCIATION**, INC., its successors or assigns, or at its discretion, by the County of Franklin, Indiana.

B. No permanent living structure may be placed or erected on any lot designated as a campsite lot. It is the intent of this Declaration to maintain the area in as open and

unused condition as possible for the benefit of leisure time campers. Tables, benches, **fireplaces**, and grills may be installed on the lots. Peripheral fences will not be permitted and all property lines shall be kept free and open to another. Any other fence construction will be subject to the approval of the Environmental Control Committee.

C. Set Back Requirements. In general, any living facility placed or parked on the lot will observe a

fifteen **(15)** foot set back from the front property line and observe a five (5) foot set back from the back property line, and a five **(5)** foot set back from the side property lines.

D. Maintenance of Lots. The Owner of each lot in the Development shall at all times maintain said

lot in such a manner **so as** to prevent said lot from becoming unsightly; and specifically, such Owner shall:

1. Mow said a lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.
2. Remove all debris or rubbish from said lot.
3. Prevent the existence of any other conditions that reasonably tend to detract from or diminish the aesthetic appearance of said lot.
4. Cut down and remove dead trees from said lot.
5. Where applicable, prevent debris or foreign materials from entering Brookville Lake.

E. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain said lot and any improvements situated thereon in accordance with the provisions of these restrictions, and any By-Laws of the LAKESHORE RESORT, **INC.**, (as it is hereinafter described), which from time to time may be in effect, and which may be relevant to these restrictions, said Association should have the right, by and through its agents or employees or

contractors to enter upon said lot and repair, clean, mow, or perform such other acts as may be reasonably necessary to make such lot 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 charge to which said lot is subject, and may be collected in the same manner as the annual charge. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

2. Provisions Respecting Disposal of Sanitary Waste. Etc.

A. Outside toilets, such as Port-O-Lets / toilets will not be permitted. after approval by the Environmental Control Committee, the Board of Directors, and any necessary state or local agencies. Such outside toilets will only be permitted for a period not to exceed thirty (30) days. By acceptance of a deed, Purchaser agrees that any violation

of this Section constitutes a nuisance which may be abated by the Developer or the Association (as is hereinafter described) in any manner provided in law or equity. Further, the cost or expense of abatement (including court costs and attorney's fees where applicable) shall become a charge or lien upon said lot and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Developer nor the Association nor any officer, agent, employee, or contractor thereon, shall be liable for any damage which may result from enforcement of this section.

B. Except for those lots that are designated for holding tank use, all lots must use comfort stations.

Comfort stations are to be built by the Developer at no cost to the purchaser.

3. General Prohibitions

A. In General. No noxious or offensive activities shall be conducted on any lot in the Development nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to

any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed on any lot or structure in the Development without the **prior** written approval of the Environmental Control Committee, except for those lots that are **zoned** for commercial or accommodating businesses.

C. Animals. All animals must be registered upon entering the Subdivision. No animals shall be **kept** or maintained on any lot **in the** Development, except the usual household pets; and, in such case, **such** household pets shall be kept confined or attached to a leash so as not **to** become a nuisance. **All animal waste must be picked up in a timely manner.**

D. Vehicle Parking. No vehicle shall be parked on any street/**easement or median** in the Development. No less than one off-street parking space shall be provided by each lot Owner.

E. Disposal of Garbage. Trash and others like Household Refuse. No Owner of any lot in the development shall burn or permit **the** burning out of doors of garbage, trash, **or** other like household refuse, nor shall any such refuse be stored on his/her lots, except as may be permitted **in** sub-paragraph F below.

F Concealment **of** Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall **be** installed or shall be so placed and kept so as not to be visible from any street within the Development at any time. **Household-bagged trash must only be placed in the trash compactor.**

G. Removal of Trees. **No** tree over three **(3)** inches in diameter **may be** removed from any lot in the Development without having first obtained the written consent thereto of the Environmental Control Committee.

H. Limited Access. **There** shall be no access on any lot in the perimeter of LAKE SHORE RESORT except for designated roads within the said Development.

I. Ditches and Swales Shall Not **Be** Obstructed. It shall be the duty of every owner of every lot in the Development on which any part of any open storm sewage drainage ditch, or swale is situated to **keep such portion** thereof as may be situated upon his/her lot continuously unobstructed and in good repair. No more than 30 feet maximum of 12-inch minimum Inside diameter continues on a

50-foot lot. Continuous culverts which are causing a drainage problem will be required to conform to 30" max length.

J. Governmental Regulations. All lot Owners will be subject to the regulations of such governing body or bodies, regulating such areas.

4. The Environmental Control Committee

A. Powers of Committee

1. Generally. No structural improvements of any type or kind may be constructed or placed on any lot in the Development without the prior written approval of the Environmental Control **Committee**. Such approval shall be obtained only after a written application has been made to said Committee by **the** Owner of the lot requesting authorization from **the** Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and shall be accompanied by two **(2)** complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the locations of all improvements existing upon said lot and the location of the improvement proposed to be constructed or placed upon said lot, **each** properly and clearly designated. Such plans and specifications shall set forth the color and composition of **all** exterior materials proposed to be used, and any proposed landscaping, together with any other **material** or information which said Committee **might** require. All plans, drawings, etc., required where applicable, the permits or reports required under **Section 3** of these restrictions. No grading of the lot shall be permitted without the approval of the Committee.

2. Power of Disapproval. **The** Committee may refuse to grant permission to make requests.

improvement

when:

a. The plans, specifications, drawings, or other material submitted are themselves inadequate or incomplete or show the

proposed improvement to be in violation of these restrictions.

b. **The** design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot.

c. The proposed improvement, or any part thereof, would in the opinion of the Committee, be contrary to the interest, welfare, or **rights of the Owners** of other lots in the Development.

3. Power to Grant Variances. The Committee may **allow** reasonable variances or adjustments of these restrictions where **literal** application thereof would result in unnecessary hardship. Provided, however, that any such variance or adjustment is granted in conformity with the general intent and purpose of these Restrictions and, that the granting of a variance **or** adjustment will not be materially detrimental or injurious to other lots in the Development.

4. Power to Charge Fees. The Committee may if it deems the same to be reasonably necessary **for** the accomplishment of its duties and responsibilities, assess a fee not to exceed **\$20.00** for considering the application of any person under this Section **4**. However, when a determination **has** been made that a fee should be charged, it **shall** be uniformly charged to all applicants, and all funds collected shall **be** paid to LAKE SHORE RESORT ASSOCIATION, INC. The final decision on whether to increase the fee and the amount **of the fee** shall be made by the Board of Directors.

B. Duties of Committee.

The Committee shall approve or disapprove of proposed improvements within thirty (**30**) days after all required information shall have been submitted to it. One copy of the submitted material shall be retained by the Committee for its

permanent file. All notifications **to** applicants **shall** be in writing and, **in** the event that such notification is one of disapproval, **it shall** specify the reasons for such refusal.

C. Composition of Committee.

The Committee shall be composed of three members who shall be appointed by the Board of Directors, and who shall be subject to removal by the Board of Directors at any time. Any vacancies from time to time existing shall be filled by appointment of the Board of Directors.

D. Liability of Committee, Etc. Neither the Committee nor any agent thereof, **nor** LAKE SHORE RESORT ASSOCIATION, INC., shall be responsible **in** any way for any defects in any plans, specifications, or other materials submitted to **it**, nor for any defects **in** any work done according thereto.

E. Duty of Inspection. To the extent that inspection of improvements constructed is not provided, **for** by appropriate government agencies, **it** shall be the duty of **the** Committee **to inspect** work being performed with its permission to assure compliance with these Restrictions and applicable regulations. However, the Committee shall not be responsible **nor** shall **it** be liable for any defects not discovered during its inspection of any improvements constructed.

5.

Easements

The Developer reserves unto itself, its successors, assigns, and licensees, certain easements along, across, over, under, and upon the real estate that constitutes the Development. The easements so reserved by the Developer are described as follows:

A. There is hereby created a blanket easement upon, across, over, and under the Development for ingress, egress, installation, replacing, repairing, and maintaining all utility **and** service lines and systems including but not limited **to**, water, sewers, gas, telephones, electricity, television cable, or communication lines and systems. By virtue **of** this easement, it shall be expressly permissible **for** the providing utility or service company to install and maintain facilities and equipment on said premises, to excavate for such purposes, and to affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of improvements erected thereon providing the utility or service company restores disturbed areas

to the condition in which they were found. Notwithstanding, anything to the contrary contained in the paragraph, no such utilities and lines, service lines, and systems may be installed or relocated on said premises except as planned and approved by the Developer prior to the conveyance of the first lot in the properties, or other land added to the properties by any additional Declaration, to an Owner, or as approved by the Board of Directors thereafter.

This easement shall in no way affect any other recorded easements on said premises. This easement, except as to the right of access for maintenance, shall be limited to improvements as originally constructed.

B. No Owner of any lot in the LAKE SHORE RESORT SUBDIVISION shall have any claim or

cause of action against the Developer, its successors, assigns, or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

C. All lots in the Subdivision not bordering directly on a street or roadway will have an easement of necessity across the common area separating said lot from the nearest street or roadway to said lot for the entire width of said lot nearest the street or roadway.

6. Ownership. Use and Enjoyment of Streets. Parks and Recreational Facilities, No Dedication of

Streets,

Etc.

00

Each Street with the **exception** of those otherwise indicated on the record plat, and each **park**, recreation facility, or other amenity **depicted** on the recorded plats of the Development, is and shall remain private and neither the Developer's execution nor recording of the plats nor the **doing** of any other act by the Developer **is** or is intended to be, or **shall** be construed as a dedication to the **public** of any of the streets, parks, recreation facilities or other amenities. A license upon terms and conditions as Developer, its successors, assigns or licensees shall from time to time grant, for the use and enjoyment of each of said streets, park, recreational facilities, and other amenities granted to the persons who are from time to time members of the LAKESHORE RESORT

ASSOCIATION, INC., hereinafter described. Ownership of the streets, parks, recreational facilities, and other amenities shall remain in the Development, subject to the conditional license described above.

Developer covenants, for **itself, for its successors, assigns, and licensees**, that when 90% of the lots in the Subdivision are deeded, to convey fee simple title, free of financial encumbrances, to such streets, parks, recreational facilities, and other amenities, to LAKE SHORE RESORT ASSOCIATION, INC., hereinafter described. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as it, the Developer, may at the time of such conveyance, deem appropriate and proper. **Such** conveyance shall be deemed to have been accepted by **the** said LAKE SHORE RESORT ASSOCIATION, INC., and those **persons** who shall from time to time be members **thereof**, upon the recording of a deed or deeds conveying such streets, parks, recreational facilities, and other amenities to the said LAKE **SHORE ASSOCIATION, INC.**

7. In General

A

1. There has **been or** will be created under the laws of the State of Indiana a not-for-profit corporation to be known as LAKE SHORE RESORT PROPERTY OWNERS ASSOCIATION, INC., which is herein referred to as **the "Association"**. Every person who acquires **title** (legal or equitable) to any lot in the Development shall be entitled to **apply for** membership in **the** Association, except that only one **(1)** of any number of co-owners of a lot shall be a member, all other co-owners will be associate members. **and no person shall acquire such title until he shall have been approved for membership in the Association.** Only one owner of a jointly owned property may be a member of the Association to enjoy the benefits of the Association. The foregoing provision requiring that the owners of a lot within the Development be members of the Association is not intended to **apply to** those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money, **e.g.**, mortgages and land contract vendors. In the event that a member sells his/her property on contract, the contract buyer shall be entitled to membership **upon successfully petitioning for membership** as set forth in the Bylaws. The contract seller shall forfeit his/her right to membership in the Association. However, if such person should realize his security and become the real

owner of a lot within the Development, he **will** then be subject to all the requirements and limitations imposed **in** these restrictions as an Owner **of lots** within the Development and on members of the Association, including those provisions with respect to alienation and the payment **of** an annual charge.

2. In addition to the foregoing, the Board of Directors of the Association may establish **a** associate memberships **in** the Association. Such **membership** shall include, but not be limited to, persons who may from time to time be tenants or regular occupants of lots within the Development and who are not otherwise entitled to the benefits **of** membership by virtue of being Owners or Co-owners of lots (**as** outlined in Paragraph 1 **above**) within the Development. **Such** associate membership shall cease automatically upon the termination of **such** tenancy or occupancy or written notice from the Board of Directors of the Association. Associate members shall have none of the rights of members to vote at meetings of the Association.

B. Purposes of LAKE SHORE RESORT ASSOCIATION, INC. The General purposes of the Association are:

1. **To** promote pleasure, social recreation, **and** sports activities for its members, their families, and guests and to develop and maintain a recreationally oriented environment in the LAKE SHORE RESORT SUBDIVISION.

2. To provide a means whereby the streets, and those areas **within** the Development designated as parks, recreational areas, **or** other amenities on the plats thereof, and **such** other recreational facilities **within** the Development as may be conveyed to the Association **or** established by **it**, may be operated, maintained, repaired, or replaced; and

3. To provide a means for **the** promulgation and enforcement **of all** regulations necessary to the governing of the use and enjoyment of such streets, parks, recreational facilities, or other amenities and such other recreational facilities within the Development as may be

conveyed to the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

1. LAKE SHORE RESORT ASSOCIATION, INC., shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by the By-Laws, as well as the power to levy a uniform annual charge against the members of the Association. Such charges shall be no less than \$300.00 per year for all lots. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of said Association, shall after consideration of the financial requirements of the Association, so determine, the annual charge may be greater than \$300.00 per member, per lot per year.

Also a 50% usage fee for the lots that have two campers. This usage fee is to cover the cost of available amenities.

For ie; camp lots that have 2 camper:

If you own 2 lots and one lot has 2 campers this usage fee will not affect you = 0%

If you own 2 lots with 3 campers there will be a usage fee for the lot that has the extra camper.= 50%

If you own 2 lots with 4 campers there will be a usage fee for both lots= of 50% per lot. usage fee.

3 lots 6 campers=50% per lot.

Only one owner of a jointly owned property may be a member of the Association to enjoy the benefits of the Association.; all other members of the household shall be Associate Members (as defined in Paragraph 7A) of the Association. However, each household represented in such ownership, regardless of the number of persons included therein, shall be required to pay only one annual charge for each lot owned.

No charge shall ever be levied against the Developer, the

Association itself, or any corporation that may **be** created to acquire title to and operate utilities serving **the** Development.

A "household" as the term is used herein, shall mean a family group regularly and customarily residing **together** in the same **house** or home as **a** primary residence. The rights of members of the Association as such members shall be set forth **in** the By-Laws **of the** Association.

2. The annual charge so made shall be paid **by** the member to the **LAKESHORE RESORT ASSOCIATION, INC.**, on or before the first day of April of each year, for the current year. The Board of Directors of the Association shall fix the amount of the annual charge per member and the due date according to the **By-Laws** of the Association and shall furnish written notice *of* the charge and payment date so **fixed** to each member.

3. Any charge levied **or** assessed against any lot subject to these restrictions shall **be** the personal liability of **the** Owner (**Owners**) as well as constituting a lien upon the lot or lots owned by the person owing such charge or charges as of January 1 of that year even though the exact amount thereof may not yet be **determined** and shall remain a lien against said lot or lots until paid in full **together** with interest as hereinafter provided with any other charges or costs levied against a said lot in accordance with these restrictions. **Such** charges as are provided for in these restrictions shall bear interest at the rate of ten percent (**10%**) per annum, plus all incurred expenses which can include and are not limited to attorney fees, office expenses after the due date established **by the** Board of Directors until paid in full. If, in the opinion of the Board of Directors of the Association, such charges have remained due and **payable** for an unreasonable **long** period of time, they may, on behalf of the Association, institute such procedures either in law or in equity, by way of money **action**, foreclosure **of** such lien **or otherwise**, to collect the amount of said charge in any court of competent jurisdiction. The Owner (**Owners**) of the lot or lots subject to the charge, shall in addition to **the** amount of the charge at the time legal action **is** instituted, be obligated **to** pay any expense or costs, including attorney's **fees**, incurred by the Association in collecting the same. Every person who shall become the owner of any lot subject to these restrictions, whether such ownership shall be legal or equitable, and any person who may acquire any interest in such lot, whether as an Owner or otherwise, **is** hereby notified and by the acquisition **of** such interest, agrees that any such liens or charges which may be extant upon said lot or lots at the time of the acquisition of **such** interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in **the** Development is hereby notified that by the act of acquiring such title, such person will be conclusively held to have

covenanted to pay **the** Association all charges that the Association shall make pursuant to this sub-paragraph 7C **of** the restrictions.

4. The LAKESHORE RESORT ASSOCIATION, INC., shall upon demand, at any time, furnish a certificate in writing signed by an Officer of the Association certifying that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. **A** reasonable

charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid / unpaid.

D. Purpose of Assessments. The charges of assessments levied by the Association shall be used exclusively for the purpose of paying water and electric assessments and for promoting the recreation, health, social endorsement, safety, and welfare of the members of the Association, and in particular, for the management, improvement, and maintenance of the properties owned or operated by the Association.

E. Suspension of the Privileges of Membership. Notwithstanding any other provision

contained herein, upon notice by certified mail, a return receipt is requested. or by email with

a delivery receipt, the Board of Directors of the Association shall have the right to suspend the

voting rights (if any) and the rights to use the facilities of the Association of any member or Associate Member:

1. For any period during which any Association charge (including fines, if any, assessed under Paragraph 8 of the Restrictions below) owed by the member or associate member remains unpaid: and

2. During the period of any continuing violation of the restrictive covenants for the Development after the existence of the violation shall have been declared by the Board of Directors of the Association: and

3. For any violation of the By-Laws or Regulations of the Association. Any member whose privileges have been suspended shall have the right to appeal his/her suspension upon filing a request for a hearing before the Board of Directors within thirty (30) days of receiving notice of the suspension. Failure to request a hearing shall result in a waiver of the right to appeal the suspension.

Speed Limits:

No motor vehicle shall be driven on any street within the Development at a speed in excess of the posted limits. Appropriate postings of these speed limits shall be made by the Developer or the Association, to which such power shall pass upon conveyance **to it of** the streets. The Association shall have the power to assess fines **for** the violation of such speed limits **in accordance** with the schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed, and if it is not, the Association may add the amount of the fine to the annual **charge** made by the Association pursuant to sub-paragraph 7B of the Restriction.

12. Effect of Grantee's Acceptance **of Deed, etc.**

A. The Grantee of any **for the** subject to these Restrictions, by acceptance of a deed conveying title thereto or the execution of a contract for **the** purpose thereof, whether from a Developer or a subsequent owner **of** such lot, shall accept the such deed and execute such contract subject to each and every Restriction and agreement herein contained. Further, by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Developer and the Association with respect to these Restrictions and also, for themselves, their heirs, personal representatives, successors, and assigns, they do covenant and agree and consent to and with the Developer, the Association, and to with the grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and Agreements.

B. Each such person also agrees, by such acceptance of a deed or execution of a contract for the **purchase** thereof, to assume, as against the Developer, its successors and assigns, all of the risks **and** hazards of ownership or occupancy attendant to such lot.

13. Titles, Etc.

The title preceding the various paragraphs and sup-paragraphs of the Restrictions are **for** convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form **of** any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean **or** apply to the feminine or

the neuter.

14.

Duration

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under **them** unless changed in whole or in **part** by vote of those persons **who** are the then owners of a majority of the numbered lots in the Development and **are** deemed to be in good standing by the Association and with prior approval of the County **Planning Commission**.

15.

Severability

Every one of **the** Restrictions is hereby declared to be independent of and severable from, **the** rest of the Restrictions and **of** and from every other one **of the** Restrictions, and of any from **every** combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding **shall** be without effect upon the validity, the enforceability of "running" quality of any other one of **the** Restrictions.

1
3

16. Inapplicability of Restrictions During Development and Sales

Nothing in these Restrictions shall be deemed to limit or restrict the rights of the Developer which are hereby reserved, to **construct** and maintain, remodel, **and remove**, sales offices, displays, signs, and other facilities and improvements deemed by the Developer to be **reasonably necessary** to the furtherance of his efforts to develop, complete, and sell lots within the Development. Developer hereby reserves the additional rights to use and to allow **its** prospective purchasers **to use**, with no charge or limit, all facilities and amenities, including roads, recreation areas, and buildings, until **such** time as Developer has sold all lots owned by it within the Development, including any further properties which may from time to time be annexed to the Development.

17. Rental /

Lease of Units

The rental or lease of any lot or any unit in LAKE SHORE RESORT is strictly prohibited.

18. Mailing Address for Notices

Each owner shall, upon acquisition of a lot, provide Developer and the Association with his current mailing address and shall notify the Developer and the Association promptly in writing of any subsequent change of address. The Association shall maintain a file of all such addresses. A written notice deposited in a United States Post Office, sent by certified mail, return receipt requested, or registered mail, with postage prepaid and addressed to any owner at the last address, filed by such owner shall be sufficient and proper notice to the such owner whenever notices are required in the Declaration. The Developer's Address and the mailing address of the Association for the purpose of all notices required or permitted to be given hereunder shall be specified by the Developer, from time to time by a Supplemental Declaration executed by Developer or the Association, as the case may be, and recorded in the office of the Recorder of Franklin County, Indiana.

Association has executed this instrument on the date first written above.

Lakeshore Resort Property Owners Association, Inc.,

By

President

