

0254674

RECORDED ON

10-11-2002 9:28:07

FARMINGTON HILLS

TERRI J. RETHLAKE
ST. JOSEPH COUNTY
RECORDER

PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS, EASEMENTS, AGREEMENTS AND
CHARGES FOR LOTS 1-14, 25-47, 89, 90,
AND 112-127 OF FARMINGTON HILLS SUBDIVISION, PHASE I,
LOCATED IN THE CITY OF SOUTH BEND

REC. FEE: 31.00
PAGES: 12

In
St. Joseph County, Indiana

From Jewell Per 3/31/08

I. PURPOSE and POWER. All lots 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 lot 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 lots; and they shall run with the land and inure to the benefit of and be enforceable by the owner of any lot.

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

- A. "Association" shall mean Farmington Hills Homeowners Association, Inc., an Indiana not-for-profit corporation, the membership and powers of which are more fully described in Paragraph III of this document.
- B. "Board" shall mean the duly appointed and/or elected members of the Board of Directors of the Association.
- C. "Building" shall mean any structure, including, but not limited to, each house, dwelling unit, out building, including but not necessarily limited to playhouse, gazebo, pool house, or any other above-ground temporary or permanent improvement thereto.
- D. "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. "Homesite" shall mean a parcel of real estate designated on a final plat upon which a home can be built. If two or more contiguous homesites are owned by the same person or persons and if a house is constructed in such a manner as to overlap both homesites,

it shall be treated as a single homesite for voting purposes, but as two homesites for assessment purposes.

G. "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 homesite or fractional interest therein.

H. "Developer" shall mean Kendall-Weiss, L.L.P.

I. "Turnover Date" shall mean the date upon which the Developer holds a meeting for the purpose of giving control of the Farmington Hills Homeowner Association, Inc. to the homeowners of the development. The Turnover Date shall occur either upon 100% completion of the development by the Developer or fifteen (15) years after the original recording of this document, whichever shall occur first. The Developer, in its sole and exclusive discretion, may turnover the Association earlier.

III. HOMEOWNERS ASSOCIATION. The official name of the organization is Farmington Hills Homeowner Association, Inc. ("Association"). This corporation, created by the Developer acting on behalf of the owners and future owners of lots in Farmington Hills, exists to promote the general welfare of the property owners in Farmington Hills 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 Farmington Hills Homeowner Association, Inc. and agrees to maintain membership therein and abide by all rules and regulations of the Association, including but not limited to payment of dues and assessments. The Association may own any land for use by all or less than all lot owners as a common area.

- A. Voting Right. After the Turnover Date, each owner of a lot in Farmington Hills shall be a member of the Association and shall be entitled to cast one vote as defined above at all meetings for each lot that is owned. If the lot 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 lots are owned by the same person or persons and one home is constructed upon said lots, the representative owner(s) shall be entitled to only one vote.
- B. Purpose. The Association is to manage and to support financially the landscaped entranceway and/or other common areas and all other purposes the membership deems necessary.
- C. Meetings. After the Turnover Date, the Association shall conduct a meeting at least once each year to organize itself and to elect its officers.
- D. By-Laws. The Association shall adopt By-Laws for its governance. The Developer shall adopt the initial By-Laws for the Association. The Association may modify the By-Laws after the Turnover Date with upon 80% affirmative vote of the members.

- E. Dues and Assessments. The Association may levy and collect dues and assessments on lots that are not owned by the Developer or any Builder. 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 lot. If two contiguous lots are owned by the same person or persons and one home is constructed upon said lots, the representative owner(s) shall be assessed for both lots.
- 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 lot for assessments or annual dues. These are due and shall be paid within thirty (30) days. A lot assessment paid later than January 31st each year shall be subject to a Fifty Dollar (\$50.00) penalty fee and shall bear interest as further defined within this paragraph. All lots 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 lot against which it is charged. Any person buying or dealing with a lot 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 lot 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 corporation deems appropriate. Kendall-Weiss, L.L.P. 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 subdivision, the signage and the landscape areas which rights shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
- a. The right of the Association to suspend the voting rights for any period during which any dues or assessment against his/her membership remains unpaid.
 - b. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.
- I. Calculation of Annual Dues and Assessments. The total of the annual dues and assessments shall not be more than One Hundred Seventy-Five Dollars (\$175.00) per year per lot owned (the "Maximum Annual Assessment"), except as hereinafter adjusted. After the Maximum Annual Assessment is fixed at One Hundred Seventy-Five Dollars (\$175.00) 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 lot when each lot is conveyed to a homeowner and shall never be assessed on lots owned by the developer and builders.

IV. ARCHITECTURAL CONTROL.

A. Architectural Control Committee. The Farmington Hills Architectural Control Committee ("Architectural Committee") shall consist of three (3) persons appointed by the Developer until such time as the subdivision has been turned over to a duly elected Board. Members of the Architectural Committee shall serve until they are replaced by the Developer or the Board or have resigned. When a vacancy occurs on the Committee, the Developer or the Board shall appoint a replacement. The Architectural Committee may designate one of its members to act on its behalf.

B. Architectural Control.

1. To maintain harmonious structural design, no building shall be erected, constructed, placed, or altered on any lot nor shall the topography or drainage of any lot 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 lot 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 lot owner may claim reliance upon the submission and/or approval of any such plans or the building or structures described in the plans.
3. The Developer hereby gives to Weiss Homes, Inc. approval for all plans and houses which shall be constructed by Weiss Homes, Inc. No further submissions are required and no other action is needed by either the Developer or the Architectural Control Committee. A modification or the elimination of this Paragraph IV.B.3. shall require a 100% of all current property owners for the development.

V. HOMESITE PROVISIONS.

- A. Easements. This plat has strips of ground that vary in width and are marked as "easements." These are reserved for use as roads and for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and overland drainage flows, subject at all times to the proper authorities and to the easement herein reserved. No permanent structures shall be erected or maintained upon said easement except as noted Section V(B), regarding perimeter fencing. No changes shall be made in the grading of any lot areas used as drainage swales as initially provided which would alter the flow of the overland storm drainage runoff, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.
- B. Fencing. All fencing must be PVC or similar product. No wood or metal fences shall be permitted without the unanimous approval of the Architectural Control Committee.
 - (1.) Perimeter fencing that does not exceed four (4) feet high, may be permitted upon the prior written approval of the style and location by the Architectural Control Committee prior to the construction of the fence utilizing the procedures outlined in paragraph IV. Perimeter fencing shall be allowed exclusively for the side yards and back yard of a lot. It is recommended that perimeter fencing installed along the back lot line not be placed within any dedicated easement as demonstrated on the final plat. Any homeowner who places fencing within the easement shall assume the risk of said placement.
 - (2.) Privacy fencing not more than six (6) feet high may be constructed around a patio adjacent to the home. All fencing under this subparagraph must conform to present architectural standards as set by the style of home on that lot and receive prior written approval by the Architectural Control Committee by utilizing the procedures outlined in paragraph IV. It is recommended that privacy fencing installed along the back lot line not be placed within the dedicated easement as demonstrated on the final plat. Any homeowner who places fencing within the easement shall assume the risk of said placement.

- C. Home Occupation. No lot shall be used for any purpose other than as a single-family residence with the exception that a home occupation may be permitted. A home occupation is defined as follows: the occupation involves only a member of the immediate family living in the dwelling, remains entirely within the dwelling, and requires use of the dwelling that is clearly incidental and secondary to its use as a dwelling, and does not change its character. In addition, the home occupation: (a) has no sign or display that will indicate the building is being used for any purpose other than that of a dwelling; (b) has no commodity sold upon the premises; and (c) has no person employed other than a member of the immediate family that lives on the premises. In no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.
- D. Homesite Maintenance. The owner of any homesite in Farmington Hills shall at all times maintain the homesite and any improvements situated thereon in such a manner as to prevent the homesite 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 Farmington Hills.
 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 homesite in Farmington Hills shall fail to maintain his homesite 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 homesite and repair, mow, clean or perform such other acts as may be reasonably necessary to make such homesite 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 homesite 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 Farmington Hills 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 homesite.

- E. Landscaping. The side, front and rear yards of each lot 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 lot drainage.
- F. Lot Division. An owner may not subdivide a lot to build an additional dwelling.
- G. 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 lot 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 lot 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.
- H. Signs. Except for political campaign signs, no sign of any kind shall be displayed to public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or a sign of any dimension used by a builder to advertise the property during the construction and sales period. Political signs must be removed within twenty-four (24) hours after the election to which they pertain. There is reserved to the Developer, approved builder and their agents, its successors and assigns, the right to construct signs as they desire in order to foster the promotion and effect sales of lots or structures in said development.
- I. Utilities. All public utility services, either in the streets or on any lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible.

VI. HOUSE PROVISIONS.

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

B. Construction Provisions. The following requirements and restrictions shall apply to each homesite 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. Dwelling Size. No dwelling shall be erected, altered, placed or permitted to remain on any lot 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 lot 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	1200 square feet
Bi-Level	1500 square feet
Tri-Level	1500 square feet
1 ½ Story	1500 square feet
2 Story	1500 square feet

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

VII. MISCELLANEOUS PROVISIONS.

- A. Animals and Pets. Dogs must be kept on a leash. No kennels are permitted. Dog exercise areas must be approved. Such dog exercise areas of limited size up tight to the house side or rear may have fencing 5 or 6 feet high if approved by the Architectural Control Committee.
- B. Antennas. No outside above-ground T.V., A.M., F.M., or short wave radio antennas of any type shall be erected or maintained on any lots or structures in this subdivision. To assure the enforcement of this restriction, the Developer, for itself, its successors and assigns, does hereby agree to require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities. As concerns satellite dish installation, a property owner may erect a direct broadcast satellite (DBS) dish that is not more than one meter in diameter. The system must be placed, to the extent feasible, in locations that are not visible from the street or other common property. The owner may be required by the Architectural Control Committee, at the owner's cost, to plant shrubbery or provide other screening around such system and to ensure that the color of the system and its installation is harmonious with the landscape and architecture, so long as the requirements do not unreasonably impair such owner's installation, maintenance or use of any such system. No system described in this paragraph shall be installed until the Architectural Control Committee has approved, in writing, the placement of the system under procedures outlined in paragraph IV or other government regulations which control or regulate such installations.
- C. Detached Buildings. The construction and placement of any detached storage (which shall not exceed 10' X 12') or 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 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.
- D. Fires. No fire shall be permitted to burn upon any street or roadway in this subdivision.
- E. Fuel Storage Tanks. No oil or fuel storage tanks may be installed, stored or otherwise located on any lot, except portable, government-approved containers for LP gas, gasoline or other such materials used for household purposes.
- F. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, weeds or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- G. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are

not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner.

- H. Motorized Vehicles. No minibikes, motorcycles, go-carts, snowmobiles or similar motor-driven vehicles shall be operated within the subdivision, except duly licensed motor vehicles on dedicated public roads, operated by duly licensed persons.
- I. Nuisances. No noxious or offensive activity shall be carried on upon any lots, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood. No commercial, business, or professional office uses shall be conducted or carried on upon any residential lot except the developer and builders of Farmington Hills may make use of several such lots for realty sales, promotional purposes, and construction purposes, notwithstanding anything which may appear to the contrary herein.
- J. Prohibited Structures. No trailer, modular home, manufactured home, prebuilt home, basement, tent, shack, garage, barn, outbuilding or any structure of a temporary character shall be moved onto, assembled or constructed on any lot and used at any time as a residence, either temporary or permanently.
- K. Recreational and Commercial Vehicles. No recreational or commercial vehicles (campers, trailers, trucks, or boats) may be kept in open areas in this subdivision, whether such open areas are on or off the lot of any lot owner.
- L. Tennis Courts and Pools. No tennis courts or above ground pools shall be permitted.

VIII. GENERAL PROVISIONS. The following general provisions shall apply:

- A. Effect of Becoming an Owner. The Owners of any homesite subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such homesite, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant, agree and consent to and with the Developer, the Association and to and with the Owners and subsequent Owners of each of the Numbered Lots and fractional interest in the Lettered Lots 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 or to the neuter.

- C. Controlling Law. For purposes of interpretation and enforcement the law of the State of Indiana shall control.
- D. Amendment. The Developer of Farmington Hills may unilaterally amend and revoke parts of these Restrictions, Covenants, Limitations, Easements, Agreements and Charges until such time as ninety per cent (90%) of all present lots of Farmington Hills Development shall have been sold and the deeds deeded to residential buyers thereof (not builders) and recorded. Such instrument or instruments of amendment or rescission shall be recorded in the office of the Recorder of St. Joseph County, Indiana. Thereafter the Amended Protective Restrictions, Covenants, Limitations, Easements, Agreements and Charges may be amended or rescinded, in part or whole, by affirmative vote of eighty percent (80%) of the members of the Association except that no amendment which may affect a particular homesite and/or affect a member's ownership interest therein, shall be approved without an affirmative vote of one hundred per cent (100%) of the affected members.

All the lots in said Sections (hereinafter sometimes referred to as "Farmington Hills" or "this subdivision") shall hereinafter be referred to as "the lots" or "the lot," and the lots 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 lot 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 lots 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 lots included in said Sections, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any land or lot included in said Sections shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation hereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. The restrictions and limitations imposed upon said Sections are as follows:

- E. Duration of Covenants. The covenants shall remain in effect until revoked or amended.
- F. Separability of Covenants. Invalidation of any one covenant by judgment of a court of competent jurisdiction shall in no way affect any other covenant.
- G. Enforcement of Covenants. If any person(s) shall violate or attempt to violate any of these covenants, it shall be lawful for any owner and/or the Homeowner's Association to proceed either in law or in equity, against any such person(s) violating or attempting to violate these covenants. The owner shall be entitled to injunctive relief against any violation or attempted violation of the provisions in this document and also damages for any injuries resulting from any violation of them. But there shall be no right of reversion or forfeiture of title resulting from such violation. If the Homeowner's Association or an owner employs an attorney to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorney's fees, shall be paid by the owner of the lot against whom a successful enforcement action is brought. The Homeowner's Association or the prevailing

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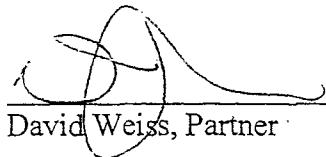
owner shall have a lien upon the lot(s) to secure such lot owner's payment of all such costs, including reasonable attorney's fees.

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

The undersigned certifies that he is a partner of Kendall-Weiss, L.L.P.; that Farmington Hills development, Phase I, has 55 lots and that he is duly authorized by the developer to sign and record this document.

Dates this 8 day of October, 2002.

KENDALL-WEISS, L.L.P.

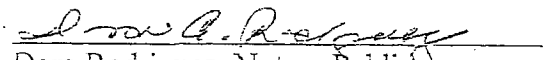


David Weiss, Partner

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

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

WITNESS my hand and official seal this 8 day of October, 2002.



Dora Rodriguez, Notary Public
A resident of St. Joseph County, Indiana

My Commission Expires:
DORA A. RODRIGUEZ, Notary Public
A Resident of St. Joseph County, Indiana
My Commission Expires: 05-30-2003