



AMENDED AND RESTATED

**MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

DOUBLETREE LAKE ESTATES - EAST

THIS MASTER DECLARATION (the “Master Declaration” or “Declaration”) is made this ____ day of _____, 2018, by Doubletree Lake Estates Homeowners Association, Inc., an Indiana non-profit corporation (hereinafter referred to as the “Association”).

- A. DBL Residential, L.P., an Indiana Limited Partnership, as the developer of Doubletree Lake Estates (the “Original Declarant”) did make and record a certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Doubletree Lake Estates dated February 6, 1998 and recorded March 26, 1998 as Document No. 98-024907 and re-recorded April 8, 1998 as Document No. 98-020882 in the Office of the Recorder of Lake County, Indiana (hereinafter referred to as the “Original Master Declaration”); and
- B. The Original Master Declaration was amended or modified by the following:
- First Addendum to Declaration of Covenants, Conditions, Restrictions and Easements for Doubletree Lake Estates dated June 30, 1998 and recorded July 17, 1998 as Document No. 98-054650 in the Office of the Recorder of Lake County, Indiana;

Sixth Addendum of Declaration of Covenants, Conditions, Restrictions and Easements for Doubletree Lake Estates dated August 29, 2000 and recorded October 2, 2000 as Document No. 2000-071787 in the Office of the Recorder of Lake County, Indiana;

Seventh Addendum to Declaration of Covenants, Conditions, Restrictions and Easements for Doubletree Lake Estates dated June 21, 2001 and recorded July 6, 2001 as Document No. 2001-053135 in the Office of the Recorder of Lake County, Indiana;

however; the term "Original Master Declaration" in this Master Declaration shall refer to and incorporate all amendments or addendums to the original recording.

- C. The Original Declarant did develop a single and multi-family residential Development on the Property known as Doubletree Lake Estates and established the Doubletree Lake Estates Homeowners' Association; and
- D. The community known as Doubletree Lake Estates is governed by the Original Master Declaration and the Association as that term is defined in the Original Master Declaration, or its successors and assigns, are or were the owner of the fee simple title to certain parcels of real estate in the Town of Winfield, County of Lake, State of Indiana, legally described in within the Original Master Declaration; and
- E. The Association pursuant to Section 8.1 of the Original Master Declaration desires to amend, extend and renew the covenants, conditions, restrictions, terms and provisions of the Original Master Declaration and to restate the Original Master Declaration and to amend the same by this Master Declaration, it being the intent of the Association that this instrument shall extinguish and vacate the Original Master Declaration and substitute in its place this instrument in all respects to the East portion of the community only; and desirous of submitting the Property (as modified by this Master Declaration) to the provisions of this Master Declaration; and
- F. The Original Declarant did quit-claim and assign all of its rights and privileges contained within the Original Master Declaration to Doubletree Developers, LLC, Doubletree Investors, LLC and Doubletree Partners, LLC, each limited liability companies organized and in good standing in the State of Indiana (collectively referred to as the "Developer"); and
- G. This Master Declaration is applicable to certain parcels of real estate in the Town of Winfield, County of Lake, State of Indiana, legally described on Exhibit "A" attached hereto and incorporated (the "Property") which a portion of the real estate described in the Original Master Declaration, it being the intent to apply only to Doubletree Lake Estates-East only, subject to the provisions of Section 2.4.

- H. The Association does certify that the requisite number of Owners have voted to the amend the Original Master Declaration to the manner proposed by the Association and to adopt and approve to the making of this the Master Declaration at a meeting of the Owners or by written consent or by a combination of such votes.

NOW, THEREFORE, , the Association hereby declares that all of the platted lots and real estate located within the Subdivision as they are or become platted are held and shall be held, conveyed, hypothecated or encumbered, used, occupied and improved, subject to the following covenants, restrictions, conditions, reservations, easements, charges and liens, all of which are declared and agreed to be in furtherance of a plan for the improvement of the real estate and sale of the said lots in the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of the said lots situated therein and for the purposes set forth, hereby extinguishes and vacates the Original Master Declaration, and **DECLARES AS FOLLOWS:**

ARTICLE I DEFINITIONS

When used in this Declaration, the following words and terms shall have the following meanings:

Section 1.1. “Additional Property” shall mean any real estate added to the terms of these Restrictive Covenants pursuant to the procedures set forth in Section 2.3.

Section 1.2. “Annexed Property” shall mean any real estate added to the terms of these Restrictive Covenants pursuant to the procedures set forth in Section 2.3.

Section 1.3. “Architectural Review Committee” or “Committee” shall have the meaning set forth in Section 4.2.

Section 1.4. “Association” shall mean and refer to Doubletree Lake Estates Homeowners’ Association, Inc., a Not-For-Profit corporation, its successors and assigns.

Section 1.5. “Board” shall mean and refer to the Board of Directors of the Association.

Section 1.6. “Building” shall mean a structure having a roof, supported by columns or walls, for the shelter, support, or enclosure of persons, property, or animals; and when separated by division walls from the ground up without openings, each portion of such building shall be deemed as a separate building.

Section 1.7. “Accessory Building or Structure” shall mean a Building or use which:

1. Is subordinate to and serves a building or principal use,
2. Contributes to the comfort, convenience or necessity of occupants of the principal building or principal use served,

3. Is subordinate in area, extent or purpose to the principal Building or principal use served, and
4. Is located on the same Lot as the principal use or Structure served, with the exception of accessory off street parking facilities as are permitted elsewhere than on the same Lot with the use of Structure.

Section 1.8. "Basement" shall mean that portion of a Building located underground, in part or in whole, and having eighty percent (80%) or more of its clear floor-to-ceiling height below finish grade of the adjoining ground. Such floor-to-ceiling height shall be no less than ninety-six (96) inches.

Section 1.9. "Building Height" shall mean the vertical height measured from the driveway surface near the outside corner of the garage (closest to street) to the highest point of the roof.

Section 1.10. "By-Laws" shall mean those By-Laws duly enacted by the Association which govern the Association.

Section 1.11. "Common Areas" shall mean real property to be owned and/or maintained by the Association for the common use and enjoyment of the Owners, together with all improvements located thereon. Common Areas shall be as delineated as on the Recorded Plat of the Development but shall exclude Lots owned by Developer.

Section 1.12. "Contingency and Replacement Reserve" shall have the meaning set forth in Section 6.4.

Section 1.13. "Contiguous Lots" shall mean and refer to a group of not more than three (3) lots each having at least one (1) common boundary with one of the other two (2) lots.

Section 1.14. "Development" shall mean and refer to the single and multi-family residential subdivision commonly known as Doubletree Lake Estates-East, as the same has been or shall be created by the recording of the Subdivision Plat. The Development includes the Property and the Additional Property.

Section 1.15. "Dwelling" shall mean a building or structure or portion thereof, conforming to all requirements applicable to the residential use districts and building code, used exclusively for residential occupancy, including single family dwelling units, two family dwelling units, three family dwelling units, and multiple family dwelling units, excluding hotels, boarding houses, and lodging houses.

Section 1.16. "Estimated Cash Requirement" shall have the meaning set forth in Section 6.3.

Section 1.17. Intentionally Deleted.

Section 1.18. "Improvement" or "Improvements" shall mean and include Dwellings, any and all Buildings, Building Accessories, driveways, pedestrian walkways, fences, mailboxes, lighting, decks, swimming pools, sheds, patios, lawns, beaches, docks, shore stations, shore line erosion control, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.

Section 1.19. "Lot" shall mean any piece or parcel of land or a portion of a subdivision, the boundaries of which have been established by some legal instrument of record and are coterminous with all adjoining real estate that is recognized and intended as a unit for the purpose of transfer of Ownership.

Section 1.20. "Lot Deed" shall mean the deed of Original Declarant or Developer conveying a Lot to an Owner.

Section 1.21. "Member" shall mean and refer to every Person who holds membership in the Association and "Members" shall mean and refer to all Persons who hold membership in the Association.

Section 1.22. "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

Section 1.23. "Multi-Family Unit" shall mean a detached residential dwelling unit containing multiple Dwelling units designed for occupancy by multiple families.

Section 1.24. "Municipality" shall mean the Town of Winfield, or County of Lake, State of Indiana, whichever applies.

Section 1.25. "Owner" shall mean and refer to title record owner, whether one or more Persons, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Original Declarant or Developer to the extent the Original Declarant or Developer owns Lots and also includes the interest of Original Declarant or Developer as contract seller of any Lot.

Section 1.26. "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees or other legal entities holding title to real Property.

Section 1.27. "Plan Review Fee" shall have the meaning set forth in Section 4.6.

Section 1.28. "Plans and Specifications" shall have the meaning set forth in Section 4.6.

Section 1.29. "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.

Section 1.30. "Sale Contract" shall have the meaning set forth in Section 3.23.

Section 1.31. "Single Family" shall mean one or more Persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not-so related, plus domestic employees, maintaining a common household in a Dwelling.

Section 1.32. "Standards" shall have the meaning set forth in Section 4.3.

Section 1.33. "Story" shall mean that portion of a Building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A Basement shall not be considered a Story.

Section 1.34. "Structure" shall mean anything constructed or erected upon the Property, the use of which requires more or less permanent location on the ground or attachment to something having a permanent location on the ground. A sign or other advertising device, detached or projecting, shall be considered a separate Structure.

Section 1.35. "Subdivision Plat" shall mean a plan, map, or drawing on which the subdivider's plan for the subdivision of land is presented and which he submits for approval and intends to record in final form.

Section 1.36. "Trails" and paths within the easements, shall have the meaning set forth in Section 7.2.

Section 1.37. "Turnover Date" Shall have the meaning set forth in Section 5.8.

ARTICLE II DECLARATION PURPOSES AND PROPERTY SUBJECTED TO DECLARATION

Section 2.1. The Association desires to continue to maintain the Property as single-family and multi-family development for existing and future owners of Lots for the use and enjoyment of the Owners of Lots, the preservation of property values and to insure the highest quality environment is maintained throughout the entire community.

Section 2.2. To further the general purposes, the Association, for itself, its successors and assigns, and for all existing and future Owners, hereby declare that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Master Declaration.

Section 2.3. The Association reserves the right to add "Additional Property" or "Annexed Property" to the provisions of this Master Declaration and any Property so added by the Association shall inure to the benefits and be subject to restrictions of this Master Declaration the same as if originally included herein. The recording of this Master Declaration or a Declaration substantially similar to this Master Declaration shall be sufficient evidence of this property being added to this Master Declaration, excepting only any changes which may be made in the Master Declaration regarding said "Additional Property" or "Annexed Property".

Section 2.4. This Master Declaration is amended and restated with the intent of the Association that this instrument shall extinguish and vacate the Original Master Declaration and substitute in its place this instrument in all respects to the East portion of the community only; and desirous of submitting the Property (as modified by this Master Declaration) to the provisions of this Master Declaration; however, currently the lot owners in the West portion of the community participate in the Association despite the provisions of that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Doubletree Lake Estates West dated September 19, 2002 and recorded October 7, 2002 as Document No. 2002-090420 in the Office of the Recorder of Lake County, Indiana. The Association may continue to represent and provide services to the lot owners in the West until such time as there is a separation of assumed duties of the Association for the benefit of the lot owners in the West.

ARTICLE III GENERAL RESTRICTIONS

Section 3.1. All Lots shall be used only for Dwellings by a Single Family; no Buildings other than Dwellings or residential type Accessory Buildings shall be constructed or maintained on a Lot. All Dwellings shall be designed by an architect and shall have an attached garage containing not less than two parking spaces, which shall be for the sole use of the owner of the Lot. Each Owner shall (i) maintain his Lot and all improvements located thereon in a clean, sightly and safe condition, (ii) cause the prompt removal of all papers, debris, and refuse therefrom and the removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

Section 3.2. All Improvements shall be constructed in accordance with the Plans and Specifications approved in accordance with the terms and conditions in Article IV and in accordance with all applicable governmental zoning codes, laws, ordinances, orders, decrees, rules and regulations. In the event of a conflict between such codes, laws, ordinances, decrees, rules and regulations such conflict shall be resolved by the application of the more stringent provision providing the higher or better quality result, as determined by the Board in its sole and absolute discretion.

Section 3.3. The floor area of a Dwelling, in square feet of finished living area, calculated by using the exterior dimensions of each Dwelling (taken above the foundation level of the Dwelling at its highest point), exclusive of porches, basements, breezeways or garages, or living areas of Basements, shall be:

- (a) For Level 1 Lots:
 - (i) For any one-story Dwelling, not less than twenty-three hundred (2,300) square feet; and
 - (ii) For any multi-story Dwelling (1 ½ or 2 story homes), not less than twenty-five hundred (2,500) square feet; and
- (b) For Level 2 Lots:
 - (i) For any one-story Dwelling, not less than twenty-two hundred (2,200) square feet; and
 - (ii) For any multi-story Dwelling (1 ½ or 2 story homes), not less than twenty-four hundred (2,400) square feet; and
- (c) There are no Level 3 Lots.
- (d) For Level 4 Lots (Patio Homes):
 - (i) For any one-story Dwelling, not less than one thousand five hundred (1,500) square feet.
- (e) For Level 5 Lots (Town Homes):

- (i) For any one-story Dwelling, not less than one thousand four hundred (1,400) square feet;
 - (ii) For any two-story Dwelling, not less than one thousand eight hundred (1,800) square feet.
- (f) There are no Level 6 Lots
 - (g) There are no Level 7 Lots
 - (h) For Level 8 Lots (Coach Homes):
 - (i) For any one-story Dwelling, not less than one thousand three hundred seventy-five (1,375) square feet on the main level.

Section 3.3 (A). The minimum setback requirements on each Lot within the Development shall be as follows or as per Town Ordinances, whichever is more stringent:

1. Minimum front yard setback, thirty (30) feet;
2. Minimum rear yard setback, twenty (20) feet;
3. Minimum side yard setback, eight (8) feet;
4. Minimum Side Yard setback for Level 4 Lots (Patio Homes), four (4) feet;
5. Minimum Rear Yard setback for Level 4 Lots (Patio Homes), twelve (12) feet.
6. Minimum Side Yard setback for Level 5 Lots, six (6) feet;
7. Minimum Rear Yard setback for Level 5 Lots, twelve (12) feet;
8. Minimum Side Yard setback for Level 8 Lots, six (6) feet;
9. Minimum Rear Yard setback for Level 8 Lots, twenty (20) feet.

Section 3.3 (B). The minimum setback requirements on each Lot within the Development shall be as follows:

Lot Level 1 (*lake lots and across street of lake lots*):

- 1-32
- 40-80
- 81-91**
- 92-135
- 145-159
- 160-164 (lake lots)
- 165-190
- 200-221
- 255-267
- 268-270**

283 and 284

285

313-319

415

461-477

Lot Level 2:

33-39

222-254

271-282

287-312 (platted but undeveloped)

286

320

321-355 (platted but undeveloped)

356-377

378-388

389-414

416-460

478-485

Lot Level 3 - not used

Lot Level 4 (Patio Homes):

499-515

Lot Level 5 (Town Homes):

527; 528;

531-543

521-525

553 and 554

601

603

Lot Level 6 - not used

Lot Level 7 - not used

Lot Levels 8 (Coach Homes):

136-144

191-199

486-492

492A-D

604-613

Notes:

1. Italicized and bold lot numbers refer to lots that are not platted and remain undeveloped at the time of this Declaration.
2. There are no lots numbered 493-498; 516-520; 526; 529; 530; 544-552; 555-600; and 602.

Section 3.4. All exteriors of Dwellings shall consist of brick, stone, cedar planking, fiber-cement board or “Exterior Stucco Systems” or any combination thereof. No other exterior materials shall be used without the prior written consent of the Architectural Review Committee. Front elevations shall be composed of not less than ninety percent (90%) brick, stone, or “Exterior Stucco Systems”.

Section 3.5. No Dwellings shall be constructed within three hundred (300) feet of any other Dwelling with the same or substantially similar exterior elevation, color, or design.

Section 3.6. No Dwelling shall occupy more than thirty-five percent (35%) of the surface area of the Lot upon which it is situated (except for Level 4 Patio Homes, which may not exceed fifty-five percent (55%). The maximum Building Height of a Dwelling shall be two (2) Stories or thirty-five (35) feet, whichever is less except for Lots located at the East end of the Lake, adjacent to the lake, which shall be a maximum of forty feet (40) feet, subject to Town of Winfield approval.

Section 3.7. The roofing materials used on Dwellings shall be heavy weight architectural grade shingles or comparable, fire-retardant cedar shake, clay, tile, or decorative concrete roof tile. The use of other materials shall be subject to the consent of the Architectural Review Committee. No exposed tin or metal chimney pipe shall be allowed. All chimneys and exterior fireplace flues shall be covered with masonry or other similar material compatible with the façade of the Dwelling. All roofs shall contain a pitch of not less than 8/12.

Section 3.8. All Building Accessories, visible garbage receptacles, woodpiles and gas and electric meters (unless otherwise required by applicable authority) shall be located in the rear or side yards of a Lot and screened from view by an approved fence or plantings. Woodpiles shall consist of no more than one (1) face cord of wood and shall be stacked as not to interfere with the view of any adjacent lot owner and in no event shall wood be stacked more than four (4) feet high. In no event shall any woodpiles be covered with any tarpaulin or any other such cover. Plantings must be of sufficient size to block view at time of planting. Any screening fence must receive the prior approval of the Architectural Review Committee as to design and location and in no event shall such screen fence be located in the side or rear yard setback areas.

Section 3.9. Access drives and other paved areas for vehicular use on a Lot shall have a base of compacted gravel or crushed stone and shall have a wearing surface of all concrete, or paving stone with a ten (10) inch flush concrete curb.

Section 3.10. No swimming pool shall be built more than two (2) feet above the engineered final grading (at corner of swimming pool with highest elevation) of the Lot upon which it is situated and shall have an architectural wall surrounding. The design of the pool and any Building Accessory shall be subject to the prior written consent of the Architectural Review Committee.

Section 3.11. Any visible solar collectors shall be subject to the prior written consent of the Architectural Review Committee.

Section 3.12. Each Owner shall be responsible, at its sole expense, for the repair, maintenance and replacement, as necessary, of the fencing located upon its Lot. Any repairs

or replacements shall be performed in a manner so as to cause such fencing to remain in appearance similar to the original appearance thereof. In no event shall any fence, except those required for swimming pools, be located between a residence located on a lake front lot and Lake Doubletree. All dog and pet fencing shall be of the buried electronic type. All fencing, including pool fencing, shall be approved by the Architectural Review Committee.

Section 3.13. No flood lights or bright lights which illuminate adjoining Lots shall be permitted. No flagpoles, basketball standards or backboards shall be permitted without the prior written approval of the Architectural Review Committee. Operating dusk to dawn front yard light fixtures are required on all Lots.

Section 3.14. Mailboxes and front yard light fixtures shall be aesthetically uniform and located, constructed, maintained, replaced and repaired in accordance with standards and specifications established by the Architectural Review Committee. No unapproved mail boxes or front yard light fixtures shall be located on any lot within the Development. No mailboxes shall be located on any trail or path easement.

Section 3.15. No above-ground communication, electric or television lines or cables shall be placed by any Owner anywhere on the Property other than within Dwellings. No television or radio antenna, earth station dish, pole, wire, rods, satellite dish, or other device used in connection with the reception or transmission of any television, radio or any other electrical signal shall be erected or maintained on the exterior of any Dwelling or on any part of a Lot other than specifically mandated by the Federal Communication Commission, which presently permits dishes of not more than one (1) meter.

Section 3.16. No noxious or offensive activity shall be carried on, in, or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners. Without limiting the foregoing, the following activities are specifically prohibited.

- a) Permitting rubbish or debris or any kind to accumulate on any Lot.
- b) Permitting unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects to grow.
- c) The burning of refuse outside a Dwelling.
- d) Foil or reflective materials used on windows as sun screens.
- e) Heating/air conditioning units installed in any windows.
- f) Exposed PVC or other pipe in any visible exterior location.
- g) The accumulation of derelict vehicles, garbage, rubbish, or other unsightly materials within the Development. A derelict vehicle is defined as a vehicle not currently licensed and/or inoperable for a period in excess of twenty-four (24) hours.

- h) The hanging of laundry, clothing, rugs or any other articles on any railing, fence, hedge, or wall, or the erection of laundry drying equipment, including clotheslines, outside a Dwelling.

Section 3.17. Except as expressly provided herein, no temporary Building, truck over ¾ ton, trailer, boat, mobile home, recreational vehicle, tent, or other similar Improvement shall be located upon any Lots on more than ten (10) calendar days in any one (1) calendar year, except for vehicles parked inside the garage.

Section 3.18. Dead trees or shrubbery shall be promptly removed from an improved Lot by the Owner thereof. Unimproved Lots shall be planted with grass or other vegetation as permitted by the rules and regulations adopted by the Association. The front yard and side yards of each improved Lot, other than such portion as underlies the Improvements, shall be sodded and landscaped, including foundation plantings, which shall have a value of not less than Two Thousand Five Hundred Dollars (\$2,500.00). The Lots shall be sodded and landscaped, as aforesaid, as weather conditions permit, promptly upon completion of construction, but in no event more than one hundred twenty (120) days following the completion of construction of the Dwelling thereon. Landscaping shall not be installed in a manner which may unreasonably obstruct any lake view or obstruct vehicular traffic along public ways or present a visual obstruction creating safety hazards.

Section 3.19. Except as provided in Section 3.17, trucks, boats, recreational vehicles, campers, snowmobiles, motorized golf carts, trailers, commercial vehicles or other vehicles (other than automobiles and mini-vans) shall, when not being driven or operated, at all times be parked in the garage of the Dwelling and their repair or maintenance shall not be permitted except within the confines of the garage. The term “commercial vehicle” shall include all automobiles, station wagons, trucks or vehicular equipment which bears signs referring or having printed on them, references to any commercial undertaking.

Section 3.20. No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. Not more than three (3) dogs or cats, or any combination thereof, shall be kept on any Lot or within the confines of any Improvements thereon. The breeding or keeping of animals for sale or profit is expressly prohibited.

Section 3.21. No motorized vehicles or motorized devices of any type shall be permitted upon the Trails.

Section 3.22. The Owner shall observe such rules and regulations regarding the parking of motor vehicles within the Development as may be prescribed by the Association from time to time, including rules restricting parking to one or the other side of the streets. No vehicles shall be parked on any street within the Development without the express written approval of the Property Owners’ Association.

Section 3.23. All construction shall be performed in a manner so as not to impair or interfere with the enjoyment by other Owners of their right, title and interest at the Property, and each Owner shall refrain from any activities which shall be injurious to Person or Property.

Section 3.24. Each Owner shall keep all areas of the Lots designed or intended for the proper drainage or detention of water, including culverts, swales and ditches, unobstructed,

maintained, and mowed regularly. No trees, plantings, shrubbery, fencing, patios, Structures, landscaping treatment or other obstructions shall be planted, placed or (except for existing trees or plantings) allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking, redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.

Section 3.25. Except as otherwise permitted herein, it is the intent that all lots within the Development shall be used for residential purposes and no home business which causes an increase in traffic, noise, or disturbs the peace and quiet of the neighborhood shall be allowed within the Development.

Section 3.26. No signs shall be displayed on any lot other than house numbers; provided, however, that the Association shall be entitled to place For Sale signs, model home signs, open house signs, and direction signs on lots within the development at the Association's discretion; and provided further that General Contractors Building dwelling units shall have the right to display a sign on the property setting out its name and telephone number, which sign shall not exceed two (2) feet in height by three (3) feet in width. General Contractors' signs shall be permanently removed not more than six (6) months after the date of substantial completion of the Dwelling. The Board may adopt rules and regulations for the control and restriction of political signs in accordance with establish law.

Section 3.27. No firearms shall be discharged within the Development except by authorized police Personnel in the performance of their duties.

Section 3.28. All Owners of all Lots adjoining any lake or other body of water within the Development shall install and maintain appropriate shoreline erosion control along that portion of their Property bordering on said lake or other body of water. Shoreline erosion control shall be in the form of a sea wall, rip rap, or similar installation; provided, however, that all shoreline installation must be approved by the Architectural Review Committee prior to installation. The Architectural Review Committee may from time to time adopt reasonable requirements and standards for shoreline control. All shoreline erosion control shall be installed within six (6) months following Owner's purchase of the lot or prior to the start of any construction on the lot, whichever occurs first.

Section 3.29. Fishing on the lake in the Development is reserved for the exclusive use and enjoyment of Doubletree East Members in good standing with the Association. When an invited guest fishes at the lake, an East side Member must accompany the guest and assumes full responsibility for making sure the guest is aware of all rules and regulations of the Association and any liability or damage caused by the guest. Any Member who allows an invited guest to fish at the lake is responsible for all actions, violations and subsequent the payment of fines levied due to the actions of their guest.

ARTICLE IV ARCHITECTURAL CONTROLS

Section 4.1. Except for certain rights of the Developer set forth in Exhibit B hereto, no Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of the committee established in accordance with Section 4.2 (the "Architectural Review Committee"), which approval shall be obtained in the manner hereafter set forth. This Article IV shall apply equally to the Association, and its successor and assigns. Without limitation of the criteria which the Architectural Review Committee may apply, the following criteria shall be applied:

- a) Dwelling designs shall be well balanced, although symmetry is not required. Windows, skylights, over hangs, projected areas or portions of houses are usually a desirable attribute in many styles. Roof pitches, dormers and roof windows should correlate with the style of architecture. Patterns, rhythms, and articulation of architectural elements are encouraged.
- b) Owners are encouraged to vary and mix styles, brick and paint and / or stain colors of houses.
- c) Gutters and downspouts on Improvements shall match or complement the exterior color scheme and be as unobtrusive as possible.
- d) All storm windows and screens and storm doors shall be matching or compatible with the exterior color scheme.
- e) Porches, patios, verandas, porticos, and decks are encouraged. Such Improvements shall be compatible with the design and color scheme of the Dwelling.

Section 4.2. The Board shall establish the Architectural Review Committee which shall consist of up to five (5) (but not less than three(3)) members, all of whom shall be Owners and who may or may not be members of the Board. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed by the Board to fill such vacancy shall serve the remainder of the term of the former Member. The Architectural Review Committee shall elect a chairperson and he or she, or in his or her absence, the vice chairperson, shall be the presiding officer at its meetings. The Architectural Review Committee shall meet as needed, as well as upon call of the chairperson, and all meetings shall be held at such places as may be designated by the chairperson. Three (3) Members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the present in person or by proxy at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any matter before it. The Architectural Review Committee is authorized, with the approval of the Board of Directors, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and / or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. Each member

of the Architectural Review Committee may be paid a stipend or honorarium as from time to time determined by the Board.

Section 4.3. The Architectural Review Committee is hereby authorized, with the approval of the Board of Directors, to promulgate from time to time written architectural standards, policies, and guidelines (the "Standards") governing the construction, location, landscaping, and design of Improvements, the contents of submissions of Plans and Specifications, and other information required to evidence compliance with and obtain approval pursuant to the provisions hereof. Any such Standards shall be binding and enforceable on all Owners with respect to all improvements requiring the approval of the Architectural Review Committee. No Improvements shall be commenced, constructed, altered, added to or maintained upon any part of the Property (including Dwellings and other Improvements which are constructed by the Association), except for Improvements which pursuant to this Article IV do not require the consent of the Architectural Review Committee, unless and until the Architectural Review Committee has approved said improvements in writing.

Section 4.4. The specific consent of the Architectural Review Committee shall be required as a condition to the construction or alteration of all Improvements as defined in paragraph 1.18 including yard lights, fences, patio screens, decks, exterior lighting, air condition units, piers, boat lifts, docks, mailboxes and landscaping. The foregoing shall not be deemed to limit the authority of the Architectural Review Committee to promulgate Standards relative to such Improvements or to take corrective action in accordance with this Master Declaration with respect to such Standards.

Section 4.5. No construction of Improvements shall be undertaken or conducted between the hours of sunset and 7:00 A.M. or on Sundays, except for (a) construction activities of the Association or Developer related to work not related to construction of a Dwelling, (b) emergency situations involving the potential loss, injury, or damage to person or property, (which shall include, without limitation, the replacement of silt fences and soil erosion measures) and (c) otherwise permitted by the Architectural Review Committee.

Section 4.6. To preserve the architectural and aesthetic appearance of the Development, no construction of Improvements of any nature whatsoever (other than such Improvements as are specified in Section 4.4) shall be commenced or maintained by any Owner, with respect to the construction of or affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, nor shall any exterior addition to or change or alteration therein be made (including without limitation, painting or staining of any exterior surface in a color other than as originally approved by the Architectural Review Committee), unless and until two (2) copies of the "Plans and Specifications" shall have been submitted to and approved in writing by the Architectural Review Committee as to the compliance of such Plans and Specifications with such Standards as may be published by the Architectural Review Committee from time to time including by the harmony of external design, location, and appearance in relation to surrounding Structures and topography. For purposes hereof, "Plans and Specifications" shall be deemed to mean"

- a) The Lot site plan, as prepared by the Owner's architect or design professional, showing, among other things, the location and dimensions of all intended Improvements:

- b) Drawings, Plans and Specifications, as prepared by the Owner's architect or design professional, of all exterior surfaces, including roofing, showing elevations and grade, and including the color, quality and type of exterior construction materials and landscaping; and
- c) As a condition for plan and specifications approval, the Architectural Review Committee shall have the right to require applicant to post a cash sum in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) to be held by the Architectural Review Committee until the completion of construction for the purpose of guaranteeing that said construction will conform to and be completed within the provisions of the Master Declaration. In the event that the Architectural Review Committee shall determine that the Owner and/or builder has failed to keep the lot, surrounding streets, lots and Common Areas in a clean, sightly, safe condition during the construction, or has failed to install or maintain adequate soil erosion protection, the Architectural Review Committee shall be entitled to expend said sum for said purposes. Upon completion of construction, said sum, less any amount expended by the Architectural Review Committee as herein provided, shall be returned to applicant, without interest.
- d) In the event construction is commenced prior to obtaining Architectural Review Committee approval, the Plan Review Fee shall be twice the normal amount.

Section 4.7. No approval of Plans and Specifications and no publication of Standards shall be construed as representing or implying that such Plans and Specifications or Standards shall, if followed, result in properly designed Improvements. Such approvals and Standards shall in no event be construed as representing or guaranteeing that any Dwelling or other Improvement built in accordance therewith shall be built in a good and workmanlike manner. Neither the Association, the Architectural Review Committee, or their advisers, consultants, architects, nor engineers, shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article IV, any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such Plans and Specifications.

Section 4.8. The Architectural Review Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions, and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

ARTICLE V HOMEOWNERS' ASSOCIATION

Section 5.1. The Association is an Indiana not-for-profit corporation known as Doubletree Lake Estates Homeowners' Association, Inc. which shall provide for maintenance and operation of the Common Areas and in general to maintain and promote the desired character of the Development in accordance with these covenants.

Section 5.2.

- a) The Association shall have a Board of up to five (5) but not less than three (3) directors who shall be elected by the Members of the Association at such intervals as the Articles of Incorporation and By-Laws of the Association shall provide, except (i) that vacancies in the Board occurring between regularly scheduled annual meetings of the Members may be filled by the Board if so provided by the Articles of Incorporation or By-Laws.
- b) The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. The Board shall have the authority to appoint such committees as it may from time to time deem appropriate. Except as expressly provided otherwise by the corporate charter or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Master Declaration and otherwise, shall be vested in the Board and its officers under the direction of the Board, and shall not be subject to the approval of the Members. The directors and officers of the Association shall not be liable to the Owners or any other Person, firm, or corporation for any mistake of judgment or any acts or omissions made in good faith as such directors or officers.

Section 5.3. The Association shall accept the Common Areas to be owned by the Association hereunder and the Association shall maintain the Common Areas as required hereunder. The recording of a deed to the Association for all or a portion of the Common Areas shall be sufficient evidence of said conveyance.

Section 5.4.

- a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
- b) Subject to the terms of Section 6.11 of this Amended and Restated Master Declaration, from and after the Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote for each lot owned.
- c) In the event a Member is delinquent more than six (6) months in the payment of assessments of any kind or nature, the Member's voting rights may be suspended by the Board, without notice. In the event the statutory law for the

State of Indiana allows for suspension of a Member's voting rights in less than six (6) months, the Board is fully authorized to suspend a Member's voting rights providing that the delinquency is not less than sixty (60) days or such longer time if required by law.

Section 5.5. The Association, through the Board, shall have the power and authority to;

- a) Own, maintain and otherwise manage the streets, roadways, lakes, Common Areas and all Improvements thereon and all other property acquired by the Association or which the Association, pursuant to easement or license agreement, is permitted or required to maintain, or which the Association agrees to maintain, including any obligation or agreement (including any which may be entered into with the County of Lake, the Town of Winfield, or other governmental agency) to maintain the Common Areas, Lake, the entrance, landscape mounding and berms, and any landscaping located in cul-de-sac islands in the dedicated roads or streets which are within the Property and to maintain any signage and lighting located thereon;
- b) Contract with independent contractors to perform all or any part of the duties and responsibilities of the Association;
- c) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;
- d) Maintain, at the expense of the defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Association, the Town of Winfield, or County of Lake in the event that one or more Owners fail to do so;
- e) Provide for the maintenance of Common Areas, landscaping, signs, monuments, fencing, retaining walls, water systems, lighting and other improvements located on the Common Areas or on other property acquired by the Association or which the Association, pursuant to easement or license agreement, is permitted or required to maintain, or which the Association agrees to maintain;
- f) At its option, complete the construction or maintenance of any lot, Dwelling, or other improvement, the construction of which is not being performed in a diligent, timely or workmanlike manner;
- g) Except for undevelopable Lots and land (as defined in Section 6.1), at its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order;
- h) Make such improvements to the Common Areas and provide such other facilities and services as may be deemed desirable from time to time by the Board acting in accordance with its Articles of Incorporation and By-Laws,

provided, however that any such action so authorized shall always be for the express purpose of keeping the Development a highly desirable residential community; and

- i) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members in this Master Declaration in the Articles of Incorporation or the By-Laws.

Section 5.6. The Board shall also have the authority and responsibility to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each member, the Association, its officers, the Board, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties by having a severability of interests endorsement. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with Article VI. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Areas against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent and to require members to be responsible for the acts of the members' family and guests.

Section 5.7. The Board, officers of the Association, members of any committee thereof (including the Architectural Review Committee) and the employees, consultants and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article VI hereof. To the extent possible, the Board's and Association's liability hereunder and the Owner's indemnification obligation shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association. The Board shall have the authority, but not the obligation, to exclusively contract for garbage, refuse collection, and recycling programs within the Development so as to limit the number of refuse and collection haulers within the Development, provided, however, that said authority shall be subject to the duly adopted ordinances, including subdivision control, zoning ordinances, and building codes of the Town of Winfield, which ordinances, if adopted, will supersede the authority granted herein.

Section 5.8.

- a) The Association has accepted the control and authority of the Association pursuant to this Article and memorialized in a certain instrument dated March 11, 2013 and recorded March 11, 2013 and recorded as Document No. 2013-017856 in the Office of the Recorder of Lake County, Indiana. The Turnover Date was March 11, 2013.
- b) The Board shall have the authority to appoint such committees as it may be from time to time find useful. Such committees may include, but are not limited to, Grievance Committee, Lake Committee, Financial Committee, Security Committee, Common Areas Committee, Election Committee, etc. All such committees shall serve at the pleasure of the Board of Directors and the chairperson of such committee shall be appointed by the Board.

Section 5.9. The Board shall have the authority to impose reasonable restrictions on streets, lakes, ponds, and common areas within the Development, including the right to impose speed limits, traffic control signs, and other street signs, frost law type regulations, boat horse power restrictions, boat type and number restrictions, operator age requirements, noise restrictions, curfew type restrictions for lakes, ponds, common areas, and similar type restrictions as to the proper use of the streets, lakes, ponds, and common areas. The Board shall also have the authority to impose fines for violations of said restrictions, and said fines may be collected as provided for delinquent assessments, including interest, attorney fees, and court costs.

Section 5.10. Before the beginning of each fiscal year the Board shall prepare a budget of the estimated expenses for the coming fiscal year, including estimated revenues and expenses for the budget year and the estimated surplus or deficit as of the end of the current budget year. The budget may also reflect any contributions to be made to a reserve fund and the sources which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots. The Board shall send a copy of the final proposed budget for the coming fiscal year, together with notice of the amount of the proposed assessment(s) to be levied pursuant to such budget, to each Owner at least thirty (30) days prior to the meeting of Owners.

The Board shall submit the proposed budget for approval to the Owners at a meeting called and conducted according to this Master Declaration, the Bylaws and the applicable law. The budget must be approved by a majority of the Owners in attendance in person, by proxy, or by other means allowed. If the number of Owners in attendance at the called meeting does not constitute a quorum, then the Board may adopt the proposed budget, a modified budget, for the coming fiscal year of the association provided that the amount of the proposed budget does not exceed the limit established by statute in the State of Indiana, currently one hundred and ten percent (110%) of the last approved annual budget.

The Board shall fix the date of commencement, and the amount of the assessment against each Lot for each assessment. The Association shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such

certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

The failure or delay of the Board to prepare or submit a proposed budget to the Owners or the failure or delay of the Association to conduct a meeting of the Owners shall not constitute a waiver or release in any manner of any Owner's obligation to pay the Owner's share of the common expenses as provided for herein or excuse the continued timely payment of the then current existing assessment rate which shall continue in full force and effect until the next approved budget and new assessment levied by this Master Declaration or otherwise allowed by law. It is the intent of the Owners that the Board be and is hereby authorized with the power to make, determine, levy and collect the assessments, make, determine and approve the annual budget in the absence of a quorum at a meeting required hereunder provided for in this Master Declaration, all powers to the fullest extent allowed by law.

ARTICLE VI ASSESSMENTS

Section 6.1. Each Owner, by taking title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time and time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made. Furthermore, each such assessment, together with such interest, costs and reasonable attorneys' fees also shall be the personal obligation of the person who is the Owner of such Lot. Assessments shall be discounted by fifty percent (50%) of the otherwise assessment amount for any Lot that is undevelopable. A Lot or land is undevelopable if the Owner cannot obtain a building permit for a home on the Lot due to the unavailability of streets or utilities to the Lot.

Section 6.2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas. Such uses shall include, without limitation, the cost of all general real estate taxes, insurance, repair, replacement and maintenance and other charges required or permitted by this Master Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve.

Section 6.3. Each year on or before November 1, the Board shall estimate the total amount of expenses necessary to pay the cost of wages, materials, taxes, insurance services, supplies and any other necessary or desirable items or services which will be required during the ensuing calendar year (January 1 – December 31) for items or services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before December 1, make available to all Owners who so request the amount of such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed among all the Owners excepting the Association. On or before January 31st

of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section 6.3. On or before the date of the annual meeting of each calendar year, the Board shall make available to all Owners who so request an itemized accounting of the expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments and/or charges on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment and/or charges thereon.

Section 6.4.

- a) The Board shall build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. Any expenditure from the Contingency and Replacement Reserve having a cost in excess of Fifty Thousand Dollars (\$50,000.00) shall require the prior approval of the Members holding two-thirds (2/3) of the votes of the Association.
- b) If the Contingency and Replacement Reserved proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed among the Owners, excepting the Association. Lots shall be assessed for special assessment the same as for annual assessment as set forth in Section 6.3. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

Section 6.5. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

Section 6.6. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Common Areas and any other property with respect to which it may have rights hereunder, specifying and itemizing the maintenance and repair expenses of such property and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a Mortgage, by appointment, at such reasonable time or times during normal business hours, and upon payment of reasonable fees which the Board may impose to cover administrative costs, when requested by an Owner or by the holder of a Mortgage. Upon five (5) days' prior

written notice to the Board, any Owner shall be furnished a statement of his or her account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 6.7. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories or investments as the Board may select.

Section 6.8. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of eighteen percent (18%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable administrative, collection and/or attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. The amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. The Association shall not be required to accept any member who's membership is based upon ownership of a lot for which delinquent assessments, fees, costs, or charges remain outstanding, whether or not there is an enforceable lien against the lot and whether or not said assessments, fees, costs, or charges were incurred by the present owner or a prior owner.

Section 6.9. The lien of assessments and/or charges provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for assessment authorized by this Master Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

Section 6.10. Whenever two (2) or three (3) "Contiguous Lots" in the Development shall be owned by the same Owner, and such Owner shall desire to use two (2) or three (3) of said lots as a site for a single dwelling house, said Owner shall apply in writing to the Architectural Review Committee for permission so to use said lots. If written permission of such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purposes of applying this Master Declaration to said lots, so long as the lots remain improved with a single dwelling house. In the event ownership of said lots is ever separated, the Owner shall be liable to pay to the Association back assessments which were not paid due to the contiguous lot status for a period not to exceed five (5) years any such permission, however, shall be subject to all requirements of all governmental units having jurisdiction over the property.

Section 6.11.

- a) Developer shall be entitled to place For Sale signs, model home signs, open house signs, and direction signs on Lots owned by Developer within the Development at Developer's discretion. Except for signs at locations in existence at the time of this Agreement, no signs may be located on Common Areas without advance approval of the Board, which shall not be unreasonably withheld or delayed. Developer may conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads and streets for such purposes until all Lots are sold. Developer may utilize signage, lighting and establish sales offices and model homes as it deems necessary to conduct its sales and marketing of the Developer's property. No temporary structure or sales trailer shall be permitted. However, should Developer use a Dwelling as a model home or sales office, such Dwelling shall comply with the covenants. General Contractors building dwelling units upon any Lot shall have the right to display a sign on the property setting out its name and telephone number, which sign shall not exceed two (2) feet in height by three (3) feet in width. General contractors' signs shall be permanently removed not more than thirty (30) day after the date of closing on the sale of a home.
- b) The rights of Developer include, but are not limited to those rights contained in Exhibit B which is attached hereto and made a part hereof. All of Developer's rights may be assigned and transferred by Developer, in whole or in part, to another person or entity without consent of the Association, EXCEPT those rights of Developer which are set forth in Exhibit B.
- c) Any provision contained herein regarding the amendment or modification of this Master Declaration, Section 6.11 may not be amended or modified in any manner by the Association or the Owners without the written consent of Developer.

Section 6.12. The Association shall have the power to specifically assess costs and expenses of the Association against Lots for the installation, maintenance, repair, or replacement of walking paths on or near the lake within easements depicted on the Subdivision Plat.

ARTICLE VII EASEMENTS

Section 7.1. The Association hereby declares the following nonexclusive easements are hereby created with respect to the Common Areas:

- a) Each Owner and its respective guests, invitees and employees shall have a non-exclusive easement for use and enjoyment in and to the streets and Common Areas subject to the following:
 - (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment,

- (ii) the right of the Association to suspend an Owner's right to use or enjoy such easements (excepting streets) for any period during which such Owner may be in violation of this Master Declaration including any period during which the Owner has unpaid assessments more than sixty (60) days past due,
 - (iii) the right of the Association to levy assessments as herein provided, and
 - (iv) any and all rights reserved to the Association as herein provided.
- b) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements, including cable television, is hereby granted to the Association and reserved by the Association over, under, across and through all unsold lots and the Common Areas. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a lot or any portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Association a power of attorney to execute and record such easements with respect to any Lots owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

Section 7.2. The Association hereby reserves, for itself, the right, but not the obligation, to construct and maintain a system of trails within the Common Areas and/or within the portions of the Lots which are subject to an easement therefore as established pursuant to the Subdivision Plat.

Section 7.3. Reserved.

Section 7.4. The Association and any of their respective agents, employees, and independent contractors shall have the right to enter upon the Common Areas and any Lot to the extent necessary for the purpose of constructing, maintaining, repairing and replacing sight/sound barriers, landscape mounding and berms, and the Common Areas and any improvements in, on, under or upon the Common Areas as herein provided or any portion of the Property which they, or any of them, pursuant to easement or license agreement, are permitted or required to maintain or for performing any of their respective rights or obligations herein provided, including without limitation the rights and obligations granted pursuant to Section 5.5 hereinabove. No one other than the Association shall have the right to make any changes or alterations in any sight/sound barriers or landscape mounding or berms. In any such case, the Association or any of their agents, employees or independent contractors shall not be guilty of any trespass.

Section 7.5. The Association hereby reserve the right to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Areas as they deem necessary or desirable in order to effectuate the intent of this Master Declaration and for such purpose, the right to dedicate or transfer fee simple ownership to all or any part of the Common Areas to an appropriate governmental authority or public or private utility company is hereby reserved.

Section 7.6. Any grant change or abandonment of easement pursuant to this article shall be subject to and not in conflict with all requirements of all governmental units having jurisdiction over the property.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1. The covenants and restrictions of this Master Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner of any Lot subject to this Master Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Master Declaration is recorded in the Office of the Recorder of Lake County, Indiana, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Master Declaration may be amended upon the affirmative vote of the Owners at a meeting called for such purpose or by written consent the Owners, or any combination thereof. This Master Declaration may only be amended with the approval of at least two-thirds ($\frac{2}{3}$) of the Owners. No amendment shall be effective or permitted or allowed without the advance written consent of fifty percent (50%) or a simple majority of the eligible mortgage holders of Lots. An "eligible mortgage holder" is a person, firm or institution that holds a recorded mortgage or security interest in a Lot in the public records of the county in which the Lot is located thirty (30) days prior to the date of the meeting called for approval of the amendment or in the event no meeting is called, the date of the notice of such amendment by the Board. Amendments to this Master Declaration shall become effective upon recordation in the Office of the Recorder of Lake County, Indiana, unless a later effective date is specified therein. No provision of these covenants or any amendment thereto which relates to building set back lines, minimum lot size, minimum square footage, applicable subdivision control ordinances, zoning ordinances or building codes, for dwellings or other buildings may be amended or changed without the prior written consent of the governmental entity having zoning jurisdiction over the development.

Section 8.2. Each Owner by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Master Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Master Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 8.2 or described in any other part of this Master Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

**ARTICLE IX
INCORPORATION OF RULES AND REGULATIONS**

Section 9.1. The Board has adopted a series of rules, regulations, policies and practices which are incorporated herein and made a part hereof as though stated and set forth herein. The Board has directed that the rules and regulations be placed in the public records of the Recorder's Office of Lake County, Indiana and can be found at Document No. 2015-075105 (recorded November 9, 2015). Nothing in this Article shall limit the Board's continuing authority to adopt, promulgate, amend or modify rules and regulations now or in the future, including the existing and referenced rules and regulations previously adopted.

IN WITNESS WHEREOF, this Master Declaration of Covenants, Conditions, Restrictions and Easements has been executed by the undersigned officer for and on behalf of the Association on the date first written above.

DOUBLETREE LAKE ESTATES
HOMEOWNERS' ASSOCIATION, INC., an
Indiana non-profit corporation

By: _____
Peter Andreou
President

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said county and state, do hereby certify that Peter Andreou, the President of the Doubletree Lake Estates Homeowners' Association, Inc., an Indiana non-profit corporation and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he/she executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this _____ day of _____, 2018.

My Commission Expires:

Notary Public
Printed:_____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Todd A. Leeth*

This Instrument Prepared By:

Todd A. Leeth
Hoepner Wagner & Evans LLP
103 E. Lincolnway
Valparaiso, Indiana 46383



X:\Doubletree Lake Estates HOA - 18741\Amended Restated Declaration\Declaration 2018-06-13.docx

EXHIBIT A
LEGAL DESCRIPTION

The Northeast Quarter of Section 5, The West half of the Northwest Quarter of Section 4, the Southeast Quarter of the Northwest Quarter of Section 4, the South half of the Northeast Quarter of Section 4, the North Quarter of the Southeast Quarter of Section 4, the Southwest Quarter of Section 4 (except the East 825 feet of the West 1611 feet thereof) and that part of the Southeast Quarter of Section 4 Described as follows: Beginning at the Southeast corner of Section 4; running thence North 120 rods; thence West 38 rods; thence South 120 rods; thence East 88 rods to the point of beginning; all in Township 34 North, Range 2 West of the Second Principal Meridian, Lake County, Indiana, EXCEPTING THEREFROM: That part of the Southwest Quarter of Section 4, Township 14 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at the Northeast corner of the South 1117.00 feet of the West 50.00 feet of said Southwest Quarter; thence North 0 degrees 04 minutes 12 seconds West, along the East line of said West 50.00 feet, 271.34 feet; thence North 89 degrees 55 minutes 48 seconds East 65.00 feet to a point of curvature; thence Southeasterly, along a curve convex to the Northeast and having a radius of 120.00 feet, the center point being 1268.72 feet North of the South line of said Southwest Quarter and 115.00 feet East of the West line of said Southwest Quarter, an arc distance of 188.50 feet to a point of tangency on a line that is 235.00 feet East of and parallel to the West line of said Southwest Quarter; thence South 0 degrees 04 minutes 12 seconds East, along said parallel line, 152.42 feet to a point on the North line of aforesaid South 1117.00 feet; thence North 89 degrees 44 minutes 05 seconds West, along said North line, 185.00 feet to the point of beginning; all in Lake County, Indiana, ALSO EXCEPTING THEREFROM That part of the Southwest Quarter of Section 4, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at the Northeast corner of the South 1117.00 feet of the West 50.00 feet of said Southwest Quarter; thence North 0 degrees 04 minutes 12 seconds West, along the East line of said West 50.00 feet, 331.34 feet to a point of beginning; thence North 89 degrees 55 minutes 48 seconds East 65.00 feet to a point of curvature; thence Southeasterly, along a curve convex to the Northeast and having a radius of 180.00 feet, the center point being 1268.72 feet North of the South line of said Southwest Quarter and 115.00 feet East of the West line of said Southwest Quarter, an arc distance of 137.28 feet; thence North 56 degrees 28 minutes 04 seconds East 86.59 feet to a point of curvature; thence Northeasterly, along a curve convex to the Northwest and having a radius of 100.00 feet, the center point being 1364.65 feet North of the South line of said Southwest Quarter and 366.73 feet East of the West line of said Southwest Quarter, an arc distance of 21.91 feet to a point of tangency; thence North 69 degrees 01 minutes 17 seconds East 24.02 feet to a point of curvature; thence Northeasterly, along a curve convex to the Southeast and having a radius of 1.00 feet, the center point being 1559.76 feet North of the South line of said Southwest Quarter and 317.79 feet East of the West line of said Southwest Quarter, an arc distance of 21.91 feet to a point of tangency; thence North 56 degrees 28 minutes 04 seconds East 64.16 feet to a point of curvature; thence Northeasterly, along a curve convex to the Southeast and having a radius of 400.00 feet, the center point being 1844.75 feet North of the South line of said Southwest Quarter and 205.90 feet East of the West line of said Southwest Quarter, an arc distance of 180.34 feet; thence North 59 degrees 21 minutes 53 seconds West 330.46 feet; thence South 89 degrees 55 minutes 48 seconds West 215.69 feet to a point on the East line of the West 50.00 feet of said Southwest Quarter; thence South 0 degrees 04 minutes 12 seconds East, along said East line, 360.00 feet to a point of beginning; all in Lake County, Indiana.

Less and except the following parcel:

That part of Section 4, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at a mag nail at the Southwest corner of the East 10.00 feet of the Southwest Quarter of said Section 4; thence North 89 degrees 44 minutes 5 seconds West, along the South line of said Southwest Quarter, 1038.18 feet to a mag nail at a point that is 1611.00 feet (as measured along said South line) East of the Southwest corner of said Southwest Quarter, thence North 0 degrees 3 minutes 56 seconds West 1494.90 feet to a steel pipe at the bend point in the West line of Lot 400 in Doubletree Lake Estates Phase IV, an addition to Lake County, Indiana, according to the plat thereof recorded May 19, 1999, in Plat Book 86, page 71, as Document Number 99042578, in the Office of the Recorder of Lake County, Indiana, said bend point lying 10.01 feet (as measured along said West line) South of the Northwest corner of said Lot 400; thence Southeasterly, along the South lines of Lots 400 through 393, both inclusive, in said Phase IV, being a curve convex to the Southwest and having a radius of 535.00 feet and a 703.28 foot chord bearing South 48 degrees 59 minutes 49 seconds East, an arc distance of 767.40 feet to a steel pipe at a point of tangency; thence North 89 degrees 54 minutes 39 seconds East, along the South lines of Lots 393 and 392 in said Phase IV, 27.52 feet to a steel pipe at a point of curvature; thence Northeasterly, along the South line of said Lot 392, being a curve convex to the South and having a radius of 495.00 feet and a 57.85 foot chord bearing North 86 degrees 33 minutes 40 seconds East, an arc distance of 57.88 feet to a steel pipe at the Northwest corner of Lot 390 in said Phase IV; thence South 17 degrees 19 minutes 23 seconds East, along the West line of said Lot 390, 97.42 feet to a steel pipe at the Northwest corner of Lot 389 in said Phase IV; thence South 43 degrees 43 minutes 03 seconds East, along the Southwest line of said Lot 389, 179.02 feet to a steel pipe at the South corner of said Lot 389; thence North 18 degrees 1 minutes 27 seconds East, along the Southeast line of said Lot 389, 145.75 feet to a steel pipe at the Northeast corner of said Lot 389; thence Northeasterly, along the South line of Bridgewater Court, as platted in said Phase IV as Spring Court, being a curve convex to the South and having a radius of 70.00 feet and a 36.96 foot chord bearing South 87 degrees 16 minutes 57 seconds East, an arc distance of 37.40 feet to a steel pipe at the Northwest corner of Lot 370 in said Phase IV; thence South 12 degrees 35 minutes 21 seconds East, along the West line of said Lot 370, 142.23 feet to a steel pipe at the Southwest corner of said Lot 370; thence North 58 degrees 24 minutes 23 seconds East, along the Southeast line of said Lot 370, 183.97 feet to a steel pipe at a point on the West line of aforesaid East 10.00 feet of the Southwest Quarter of Section 4; thence South 0 degrees 5 minutes 21 seconds East, along said West line, 913.83 feet to the Point of Beginning; all in Lake County, Indiana, EXCEPTING THEREFROM that portion of Parcel XIV platted as Doubletree Lake Estates Phase X, recorded July 25, 2006 as Document No. 2006-064222 in Plat Book 99 page 96, in Lake County, Indiana. (Key No. 45-17-04-376-012.000-047)

EXHIBIT B
DEVELOPER AGREEMENTS AND RIGHTS

In accordance with the provisions of Section 6.11 of the foregoing Master Declaration, the following are additional covenants, agreements and rights granted to Developer which, unlike the Original Declarant's other rights in the Master Declaration conveyed to Developer previously, are herein agreed to NOT BE FREELY TRANSFERRABLE OR ASSIGNABLE to another person or entity (with the exception of the rights of Developer, Developer Appointee and Assignee (as defined below) and which are specific only to Developer. In the event that Developer, or any one of the entities defined herein as a part of Developer, transfers, assigns or conveys the Developer rights, the Developer rights as to said entity shall be extinguished and not transfer to the intended transferee whatsoever. In the event that Developer, or any one of the entities defined herein as a part of Developer, effectuates a transfer, assignment or conveyance of equity ownership whereby Randy Hall holds less than ten percent (10%) membership interest or is not in a majority of management authority of such entity, then an impermissible transfer shall have been deemed to be made and the Developer rights shall be extinguished pursuant to this paragraph.

1. Developer Exemption for Assessments. Subject to the limitations below, Developer shall be exempt from paying any special and annual assessments, application fees, seller transfer fees, deposits, builder fees, escrows or the imposition of any other assessment, fee, or charges including but not limited to any fees that may have accrued to date (collectively "Exemptions"). Said waiver shall include any fees which the Association believes that may have accrued to date and be unpaid, including but not limited to transfer fees related to Developer's original purchase of land/lots.
 - (a) Developer Exemption for Future Phases. For a period of five (5) years commencing on the date that building permits are available, Developer shall enjoy an Exemption for those Lots within areas which become buildable but are undevelopable (as defined by Section 6.1) on the date of recordation. After the five (5) year period, Developer shall pay one-third ($\frac{1}{3}$) of all assessments (including special and annual assessments) made by the Association and one hundred percent (100%) of all fees and deposits.
 - (b) Developer Voting Rights. In consideration of the exemption from such payment, effective on July 1, 2018, Developer relinquishes any rights as a property owner to vote for the Board of Directors of the Association by virtue of Developer's ownership of any Lot. Nothing contained herein shall be construed to limit Developer's voting rights other than for the election of the Board of Directors.
 - (c) Developer's Contractor Appointee. Developer may name one general contractor only, at any one time, which shall be enjoy the Developer exclusion from the payment of Exemptions for Lots owned by Developer (hereinafter referred to as the "Contractor Appointee"); provided that if a

home is occupied on a Lot, the Exemption shall terminate effective upon the date the home is occupied. Developer may only name one Contractor Appointee at any one time by changing or selecting another contractor for a different Lot or Lots to receive the benefit of the Exemption.

2. Developer's Successors or Assigns. In the event that Developer shall (i) assign Developer rights pursuant to Section 6.11(b); (ii) sell 10 Lots or more or five acres or more to any one purchaser in a single transaction (but not to limit the number of such transactions); or (iii) otherwise allow an involuntary or voluntary conveyance or transfer of Developer's rights to a successor or assign; then the purchaser, successor or assignee of Developer (the "Assignee") shall enjoy an Exemption, subject to the following limitations:
 - (a) Exemption for Developable Lots. Assignee shall enjoy an Exemption for any Lot that Assignee owns within a developable area where a building permit for a home on a Lot could be obtained due to the existence of streets and the availability of utilities to the Lot. After the two (2) year period, Assignee shall pay one-half (½) of all assessments (including special and annual assessments) made by the Association and one hundred percent (100%) of all fees and deposits.
 - (b) Assignee Exemption for Future Phases. For a period of five (5) years commencing on the date that building permits are available, Assignee shall enjoy an Exemption for those Lots within areas which become buildable but are undevelopable (as defined by Section 6.1) on the date of recordation. After the five (5) year period, Assignee shall pay one-half (½) of all assessments (including special and annual assessments) made by the Association and one hundred percent (100%) of all fees and deposits.
3. Developer's Architectural Standards and Committee Cooperation. Except as provided in this Exhibit B, for all Lots owned by Developer at the time of the recording of this instrument and not for a Lot or Lots acquired thereafter, Developer or the Contractor Appointee are subject to the architectural standards set forth in the Master Declaration, but shall not be subject to the submission to or approval of the Architectural Review Committee. As a courtesy, Developer and Contractor Appointee shall submit copies of permit applications which Developer (or Contractor Appointee) has submitted to the Town and the Plans and Specifications. The Architectural Review Committee shall have no authority to approve or deny any of such Plans and Specifications. Further, Developer and its contractors shall not be required to comply with any additional Standards the Architectural Committee may promulgate hereafter if such Standards impose a material financial impact on Developer or its business operations. This exemption applies only to the Developer and to the Contractor Appointee but not to other corporations, companies, or entities with common or interlocking ownership.
4. Association Notice of Fees. The Association shall provide Developer with a notice of any fees it believes are past due by Developer (or its Contractor

Appointee) and Developer or Contractor Appointee shall have a cure period of thirty (30) days prior to the Association imposing any rights under Section 5.4(c). Once Developer has paid all delinquencies, Developer's rights shall be reinstated.

5. Building Materials. Front elevations of Dwellings of Developer shall be composed of not less than seventy-five percent (75%) brick, stone, or "Exterior Stucco Systems", except for Dwellings on the lakefront, which front elevations shall be composed of not less than ninety percent (90%) brick, stone, or "Exterior Stucco Systems".
6. Vinyl Windows. Developer may utilize vinyl windows in its Dwellings but limited to windows supplied by Pella or Jeldwen or as otherwise approved by Association
7. Use of Brick Returns. Declarant may utilize two (2) foot brick returns upon a Dwelling.
8. Notices. Developer shall be notified in writing of any intention to modify the Master Declaration or any Association Covenants on the earlier of thirty (30) days prior to any vote or at the time notice is given to any other Owner. The written notice shall be given to Developer in certified mail, return receipt required, at both of the following addresses:

c/o Randy Hall
8502 Doubletree Drive South
Crown Point, IN 46307

c/o Randy Hall
4259 E. Lincoln Hwy
Merrillville, IN 46410

With a copy to: Patrick A. Schuster
1201 N. Main Street, Ste A
Crown Point, Indiana 46307

9. Grass Cutting by Developer. Developer shall mow its improved mowable (by contour) platted Lots on a regular basis but shall not be required to do so more often than every fourteen (14) days, as weather reasonably permits, between the months of April and November. Improved Lots which include ravines or which are otherwise not readily mowable because of its contour shall be weed-wacked. Undeveloped Lots shall not have a mowing or maintenance requirement except for the areas immediately adjacent to an improved platted Lot which shall be mowed or weed-wacked.
10. Developer shall not be held responsible or accountable to the Association or Owners in any way for any site structural issues existing as of the adoption date of this Master Declaration, including but not limited to incomplete items such as the Doubletree North asphalt, or items in disrepair such as lake infill, and the Association shall hold the Developer harmless therefor.

11. Limitation on Fence Installation. Only in Doubletree Phases XV and XVI: Developer shall be permitted to install fencing upon all Lots except those abutting Doubletree Drive South and Erie Drive. All fencing to be consistent in appearance or as approved by the Association and ARC. Fencing to be wrought iron and black in color. Developer shall also be permitted to construct Craftsman style Dwellings or others as may be determined by the Association, with the percentage of brick, stone and Exterior Stucco Systems varying from other Dwelling style requirements within the Development in accordance with the customary design of such styles in the marketplace and with requirement determined by Association.

12. Amendment of Exhibit B. This Exhibit B may not be amended or changed without prior Developer written approval;

CONSENT AND JOINDER

Doubletree Developers, LLC, Doubletree Investors, LLC, and Doubletree Partners, LLC, for and in consideration of the promises and agreements, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned has, and by these presents does consent to and joins in the above and foregoing Master Declaration of Covenants, Conditions, Restrictions and Easements for Doubletree Lake Estates – East.

IN WITNESS WHEREOF, this Consent and Joinder has been executed this _____ day of _____, 2018.

DOUBLETREE DEVELOPERS, LLC

By: _____
Randolph A. Hall

DOUBLETREE INVESTORS, LLC

By: _____
Randolph A. Hall

DOUBLETREE PARTNERS, LLC

By: _____
Randolph A. Hall

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said county and state, do hereby certify that Randolph A. Hall, Manager of the foregoing an *Indiana limited liability companies*, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this _____ day of _____, 2018.

My Commission Expires:

Notary Public
Printed: _____