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PORTER COUNTY  
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JACQUELYN M. STERLING  
RECORDER

**SUPPLEMENTAL  
DECLARATION  
OF COVENANTS AND  
RESTRICTIONS  
FOR  
THE FAIRWAYS  
AT  
ABERDEEN  
(PHASE "F")**

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**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
THE FAIRWAYS AT ABERDEEN  
(Phase "F")**

**THIS SUPPLEMENTAL DECLARATION** is made on this \_\_\_ day of \_\_\_\_\_, 1998, by Aberdeen Limited Partnership, an Indiana Limited Partnership, (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain real estate located in Porter County, Indiana, more particularly described as:

Lots F-1 through F-45 in Aberdeen Phase "F", in Center Township, Porter County, as per plat thereof recorded in \_\_\_\_\_

**WHEREAS**, Declarant has heretofore executed and caused to be recorded a Declaration of Covenants, Easements and Restrictions for Aberdeen, dated May 1, 1995 and recorded on May 2, 1995 as Instrument No. 95-08289, at Miscellaneous Record Book 150, Page 57, in the Office of the Recorder of Porter County, Indiana and amendments thereto (hereinafter referred to as the "Master Declaration"), pursuant to which mutual and beneficial restrictions, easements, covenants, conditions and charges were imposed upon the real estate hereinabove described as the Property; and

**WHEREAS**, Declarant intends to sell and convey the land situated within the platted areas of The Fairways and before doing so desire to subject to and impose upon all real estate within the platted areas of The Fairways mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") which shall be in addition to those imposed by the Master Declaration, under a general plan or scheme of improvement for the benefit and complement of the lands in The Fairways and future property owners thereof.

**NOW THEREFORE**, Declarant hereby declares that all of the lands located within The Fairways shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lands in The Fairways and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of The Fairways as a whole. All of the Restrictions shall run with the land and shall be binding upon Declarant and upon the parties having or

acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant's successors in title to any real estate in The Fairways.

## ARTICLE I DEFINITIONS

The following terms or words, when used in this Supplemental Declaration, shall have the meanings attributed below:

**1.01. Approvals, determinations, permissions or consents:** "Approvals", "determinations", "permissions" or "consents" required herein shall be deemed given if they are given in writing, signed by the Declarant or on behalf of the Umbrella Association by the authorized officers of the Umbrella Association, and with respect to the Architectural Control Committee, by a majority of its members.

**1.02. Architectural Control Committee or Committee:** "Architectural Control Committee" or "Committee" shall mean the Architectural Control Committee as created by the Master Declaration and shall have the authority and duties as provided for therein.

**1.03. Board:** "Board" shall mean the Board of Directors of the Umbrella Association.

**1.04. Common Areas:** "Common Areas" shall mean the open space area designated on the plat of Aberdeen, the private streets and parking lots constructed in The Fairways and the area over which the Declarant reserves to the Umbrella Association an easement.

**1.05. Declarant:** "Declarant" shall mean Aberdeen Limited Partnership, an Indiana Limited Partnership, its successors and assigns, if any such successor or assignee acquires the undeveloped portion of Aberdeen from the Declarant for the purpose of completing the Development.

**1.06. Development:** "Development" shall mean the properties as described in the Master Declaration which shall be known as "Aberdeen."

**1.07. Golf Course:** "Golf Course" shall mean any parcel of land adjacent to, or within, the Development which is privately owned and which is operated as a Golf Course, and all related and supporting facilities and improvements operated in connection with such Golf Course.

**1.08. Master Declaration:** "Master Declaration" shall mean the Declaration of Covenants, Easements and Restrictions for Aberdeen, and amendments thereto.

**1.09. Open Space:** "Open Space" shall mean any parcel of real estate shown on the recorded final plat to which an open space number has been assigned and which is to be dedicated to the Umbrella Association as Common Area.

**1.10. Owner:** "Owner" shall mean the record owner, whether one or more persons, of a fee simple title to any Unit in The Fairways, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**1.11. Person:** "Person" shall mean an individual, firm, partnership, corporation, limited liability company, association, trust or other legal entity or any combination thereof capable of holding title to real property.

**1.12. Property:** "Property" shall mean all the real estate subjected to this Supplemental Declaration, hereinabove described as the Property. The Property shall be known as "The Fairways".

**1.13. Public Areas:** "Public Areas" shall mean that part of the Property, if any, which the Declarant has or proposes to dedicate to Porter County, the City of Valparaiso or other governmental bodies and/or the public utilities that may serve the general public and/or their respective assigns and/or successors in interest, for the public use and benefit.

**1.14. Supplemental Declaration:** "Supplemental Declaration" shall mean this instrument, and shall include such amendments, if any, to this instrument as from time to time may be adopted.

**1.15. Umbrella Association:** "Umbrella Association" shall mean Aberdeen Property Owners Association, Inc., an Indiana nonprofit corporation.

**1.16. Unit:** "Unit" shall mean a portion of The Fairways, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy a detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include within its meaning single-family attached houses on separately platted lots as well as vacant lots or other tracts of land intended for development as such, but shall not include Common Areas, common property of any Neighborhood Property Owners Association or property dedicated to the public.

**ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION;  
ADDITIONS THERETO, DELETIONS THEREFROM**

**2.01. Property Subject to Supplemental Declaration:** The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Supplemental Declaration, is located in Porter County, Indiana, and comprises all of the property more particularly described previously in this Supplemental Declaration and referred to as the "Property".

**2.02. Platting and Retractable Real Estate:** The Declarant shall be entitled at any time, and from time to time, to plat, replat or vacate existing plattage of all or any part of the Property subject to this Supplemental Declaration. In addition, at the sole discretion of Declarant, any of the Property specifically described and made subject to this Supplemental Declaration, to the extent that any such portions of the Property are replatted, may be deleted from the Property subject to this Supplemental Declaration depending on the new use of the areas of the Property which have been replatted. All Owners, mortgagees and the Umbrella Association are hereby deemed to consent to the replat and/or the deletion of portions of the Property subject to this Supplemental Declaration and waive all right to remonstrate against said replat or deletion.

### **ARTICLE III THE FAIRWAYS NEIGHBORHOOD COMMITTEE**

**3.01. Purpose and Powers:** To the extent it is deemed necessary, the Owners of Units in The Fairways, by an affirmative vote of Owners of at least fifty-one percent (51%) of the Units within The Fairways, may establish The Fairways Neighborhood Committee. The general purpose of The Fairways Neighborhood Committee, if established, is to determine the nature and extent of services to be provided to The Fairways by the Umbrella Association in addition to those services provided to all members of the Umbrella Association in accordance with the Master Declaration. The Fairways Neighborhood Committee may advise the Board of Directors of the Umbrella Association on any other issue, but shall not have the authority to bind the Board of Directors. The Fairways Neighborhood Committee shall have all of the powers set forth in the Bylaws of the Umbrella Association and the Master Declaration.

**3.02. Election of Committee:** The Fairways Neighborhood Committee, if established, shall consist of not less than three (3) or more than five (5) Owners of Units in The Fairways, as determined by the affirmative vote of Owners at least fifty-one percent (51%) of the Units within The Fairways. The Fairways Neighborhood Committee members shall be elected for a term of three (3) years, except that for the initial election, one (1) committee member shall be elected for three (3) years, one (1) committee member shall be elected for two (2) years, and the remaining committee member(s) shall be elected for one (1) year. Each year thereafter, the committee members shall be elected for full three (3) year terms to fill the

anticipated vacancies. Any Owner of a Unit elected to the Board of Directors of the Umbrella Association shall be an *ex officio* member of The Fairways Neighborhood Committee. A chairperson of The Fairways Neighborhood Committee shall be selected by the committee members and shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board of Directors of the Umbrella Association. In the conduct of its duties and responsibilities, The Fairways Neighborhood Committee shall abide by the notice and quorum requirements applicable to the Board of Directors of the Umbrella Association.

**3.03. The Fairways Assessment:** In accordance with Article VI and Article VIII of the Master Declaration, The Fairways Neighborhood Committee may request that additional services or a higher level of services be provided to The Fairways by the Umbrella Association. If such services are provided, any additional costs shall be considered a Neighborhood Expense (as set forth in the Master Declaration) and shall be assessed equally among all Units in The Fairways pursuant to the provisions of the Master Declaration. Such assessment shall hereinafter be referred to as The Fairways Assessment. The initial Fairways Assessment shall be thirteen dollars (\$13.00) and shall be paid directly to the Umbrella Association.

#### **ARTICLE IV ARCHITECTURAL DESIGN STANDARDS AND BUILDING REQUIREMENTS**

**4.01. In General:** The Fairways has been planned as a traditional single-family neighborhood with scenic golf-type views and pocket parks. The Fairways shall be limited to single-family detached housing units. The following architectural design standards and building requirements shall be the minimum requirements for any structure built in The Fairways.

**4.02. Sidewalks:** Sidewalks shall be installed on each Unit adjacent to all public or private streets in the locations designated on the final construction drawings prepared by the Declarant and incorporated as a part of the final plat. All sidewalks parallel to the street shall have decorative trim as specified by the Declarant.

**4.03. Landscaping:** As a part of the design approval process, each Unit shall submit a landscape plan for that Unit. The plan shall include at a minimum the following:

A minimum of Six of the following **TREES:**  
Clump River Birch 6-8'  
Autumn Purple Ash 2.5" Trunk Diameter  
Red Sunset Maple 2.5" Trunk Diameter



Snowdrift Crabapple 2" Trunk Diameter  
Clump Serviceberry 6-8' height  
Clump Aristocrat Ornamental Pear 2" Trunk Diameter

Douglas Fir 6-7' Height  
Colorado Green Spruce 6-7' Height  
Austrian Pine 6-7' Height

A minimum of fifteen of the following **SHRUBS:**

Bridalwreath Spirea 3' Height  
Lilac 3' Height  
Forsythia 3' Height  
Compact Burning Bush 24"  
Annabelle Hydrangea 18" Width  
Fairy Rose 18" Width  
Dwarf Lilac 18" Height  
Densiformis Yew 18"

A minimum of twenty of the following **PERENNIALS:**

Autumn Joy Sedum  
Black-eyed Susan  
Variegated Hosta  
Moonbeam Coreopsis  
Iris

and hydroseed, sod, or dry seed with mulch.

Any reasonably similar substitute for any of the foregoing may be submitted for approval. A landscape plan based on the foregoing should be attainable with a landscaping budget of approximately three thousand five hundred and no/100 dollars (\$3,500.00). The landscaping budget shall not include the cost of sidewalks, decks, patios and/or retaining walls. Additional landscaping is required for all Units adjacent to the Golf Course and/or Open Space as set forth in Article V, Section 5.03.

**4.04. Mailbox:** Each Unit shall have the same design of mailbox. All mailboxes shall be provided by the Declarant.

**4.05. Street Lights:** The Fairways shall have uniform street lights installed by the Declarant which will be maintained by the Umbrella Association.

**4.06. Post Lights:** Post lights may not be installed within ten feet (10') of the street right-of-way line. If a Unit Owner desires to install a post light, then the light must be delineated on the design plans

submitted to the Architectural Control Committee and may not be installed without prior approval of the Architectural Control Committee.

**4.07. Water Service:** Each Unit shall be served by the Department of Water Works for the City of Valparaiso and each Unit Owner shall be responsible for all connection charges and service fees charged by the Department of Water Works.

**4.08. Sanitary Service:** Each Unit shall be served by the Nature Works Conservancy District. Each Unit Owner shall be responsible for any and all tap on or connection fees and any and all service charges related to the utility service provided.

**4.09. Street Trees:** The Declarant shall be responsible for the installation of the street trees. The installation shall be coordinated by the Declarant in such a manner as to avoid damages due to construction work and to plant at such times each as is most compatible to growth.

**4.10. Setbacks:** The following setback requirements shall be applicable in The Fairways:

Front Yard	- 25 feet
Rear Yard	- 25 feet
Rear Yard (Adjacent to Golf Course and Open Spaces)	- 30 feet*
Side Yard	- 7 feet

\* The rear yard setback on Lots adjacent to the Golf Course or an Open Space shall be thirty feet (30') so long as the Lot is at least one hundred and fifty feet (150') deep. If the Lot is less than one hundred and fifty feet (150') deep then the rear yard setback shall be twenty-five feet (25').

**4.11. Garages:** It is the intent of the Architectural Control Committee to minimize the visual impact of the garage as a part of the front exterior of the house. Roof overhangs and such other architectural detail as may be appropriate should be utilized to minimize the impact of the garage on the front elevation of the home.

**4.12. Color:** All roofing materials and external colors shall be specified on the design plans submitted to the Architectural Control Committee for approval.

**4.13. Fence:** All chain link, barbed wire, unfinished wood and/or woven or welded wire fences shall be prohibited. All fences must be submitted to the Architectural Control Committee for approval prior to installation.

**4.14. Exterior Material:** High quality vinyl siding may be approved by the Architectural Control Committee so long as the contractor includes sufficient trim detailing to camouflage the "J" channel. All

other exterior material shall be subject to review by the Architectural Control Committee. Masonry veneer on the front facade only shall be discouraged.

**4.15. Roof Pitch:** The minimum pitch on the primary roof shall be 6/12. Shed roofs (lean-to) on rear yard projections are prohibited.

**4.16. Driveway:** All driveways must be a hard concrete surface and the street cut at the curb must be cut with a curb cutting machine. No driveway shall be installed in such a manner as to wedge the curb with asphalt or similar material. The gutter line shall not be filled with any material.

**4.17. Chimneys:** All exterior chimneys on the front facade or rear facade adjacent to the Golf Course or Open Spaces shall be masonry. All flues and vent pipes which extend through the roof shall be at the rear of the house and shall be painted to match the roof shingles.

**4.18. Lot Delivery:** All lots shall be delivered to the purchaser in a natural state or at the engineered grade established by the Declarant and set forth in the final construction drawings prepared by the Declarant.

**4.19. Outbuildings:** It is the intent of the overall architectural design standards to discourage any temporary or permanent outbuildings on any Unit. No such structure shall be built on any Unit without the prior approval of the Architectural Control Committee. Any detached outbuilding to be constructed on any Unit shall be built in conformity with the primary residence, and shall be constructed in the same or similar manner and with the same or similar exterior materials.

**4.20. Sump Pump:** A sump pump shall not be connected to the sanitary sewer. A washing machine may not be connected to the sump pump discharge. The sump pump discharge may not be discharged into the street.

**4.21. Compliance With Soil Erosion Control Plan:**

(a) The Declarant has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15 relating to Storm Water Run-off Associated with Construction Activity. All Unit Owners and their builders agree to take all erosion control measures contained in the plan as the plan applies to "land disturbing activity" undertaken by builder or builder's subcontractors and to comply with the Declarant's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as,

those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

(b) Unit Owners and their builders shall indemnify and hold Declarant harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by builder, builder's employees, agents or subcontractors which is not in compliance with the erosion control plan implemented by the Declarant.

**4.22. Participating Builder:** All Buildings intended for use as a Dwelling Unit must be built by a Participating Builder (defined as builder who has entered into a Participating Builder Agreement).

**ALL PERSONS INCLUDING ALL OWNERS, ARE HEREBY ADVISED THAT NO REPRESENTATIONS OR WARRANTIES, EITHER WRITTEN OR ORAL, HAVE BEEN OR ARE MADE BY THE DECLARANT OR ANY OTHER PERSON WITH REGARD TO ANY WORK PERFORMED BY ANY PARTICIPATING BUILDER. NEITHER THE DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS RESULTING FROM THE CONSTRUCTION, CONDUCT, OR ANY OTHER ACT OF A PARTICIPATING BUILDER.**

## **ARTICLE V USE RESTRICTIONS**

**5.01. Side Yards:** Permitted uses in a side yard include approved fences or open garden structures. Any other use must be approved by the Architectural Control Committee.

**5.02. Rear Yards:** Permitted uses in rear yard include open garden structures (not barns or storage buildings), in-ground pools or approved fences with a maximum height of six (6) feet. Any other use must be approved by the Architectural Control Committee.

**5.03. Rear Yards Adjacent to the Golf Course and Open Spaces:** Permitted uses in a rear yard adjacent to the Golf Course or Open Space include open garden structures (not barns or storage buildings), in-ground pools or approved fences with a maximum height of six (6) feet. Any other use must be approved by the Architectural Control Committee. Any fence must be set back a minimum of twenty (20) feet with landscaping between the fence and the Golf Course or Open Space and with a maximum side to side width of sixty percent (60%) of the yard width. All Units adjacent to the Golf Course or an Open Space shall have at least two (2) evergreen trees at least four (4) feet in height in the rear yard. If a fence is installed in a rear yard adjacent to the Golf Course or an Open Space, then a minimum of fifteen (15) shrubs or a hedge shall be planted between the fence and the Golf Course or Open Space.

**5.04. Front Yards:** Permitted uses in a front yard include door yards, open fences, hedges, porches and garden walls with a maximum height of forty-two (42) inches, steps, driveways, sidewalks and mailboxes. Any other use must be approved by the Architectural Control Committee.

**5.05. Garbage Collection:** Garbage collection and recycling, if available, will be provided by the Umbrella Association and each Owner is obligated to abide by the rules and regulations established by the Umbrella Association. Unit Owners may not contract individually for such service.

**5.06. Yard Art:** No yard art objects shall be permitted without the prior approval of the Architectural Control Committee.

## **ARTICLE VI GENERAL PROVISIONS AS TO COMMON AREAS**

**6.01. Use of the Common Areas:** Each Owner shall have the right to use the Common Areas in conjunction with all other Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective land owned by each Owner. Such rights shall extend to the Owners, tenants, guests, and other occupants and visitors. The use of the Common Areas and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of this Supplemental Declaration, the Master Declaration, and the rules and regulations of the Umbrella Association.

**6.02. Maintenance of Common Areas:** Except as otherwise provided herein, management, repair, alteration and improvement of Common Areas located within The Fairways shall be the responsibility of the Umbrella Association. Each Owner shall pay to the Umbrella Association that Owner's share of the expenses of maintenance, repair, replacement, administration and operation of Common Areas as set forth in the Master Declaration.

## **ARTICLE VII REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS**

**7.01. Abatement and Enjoinment:** The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, bylaw or provision contained herein, shall give the Board the right, in addition to the rights set forth in Section 7.02 below:

(a) To enter upon the property of a Unit (but not into any building located thereon) upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant,

or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and,

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(c) To pursue all rights and remedies as set forth in the Master Declaration.

The Board shall be entitled to recover from a defaulting Owner, other than the Declarant, reasonable attorney fees and costs incurred in pursuing any of the remedies set forth in this Article.

**7.02. Rights of Action:** The Board and/or any aggrieved Owner shall have the right to pursue an action against another Owner or Owners who fail to comply with the provisions of the Supplemental Declaration and/or the rules and regulations adopted by the Board. In addition, Owners shall have a right of action against the Umbrella Association for the enforcement of the Supplemental Declaration and/or rules or regulations adopted by the Board.

## **ARTICLE VIII CONSTRUCTION OF SUPPLEMENTAL DECLARATION AND GENERAL PROVISIONS**

**8.01. Severability:** The provisions of this Supplemental Declaration shall be severable and no provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provisions invalid. In the event of the invalidity of any provision, this Supplemental Declaration shall be interpreted and enforced as if all invalid provisions were not contained therein.

**8.02. Number and Gender:** The use of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this Supplemental Declaration may require for interpretation and enforcement.

**8.03. Waiver of Damages:** Neither the Declarant, nor their partners, representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to this Supplemental Declaration, or in the Declarant's (or their partners' or their respective representatives' or designees') capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, occupant or the Board, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise from contract or negligence. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the

Property, or any part thereof, being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, and the like); provided, however, the terms of any written warranty of the Declarant (or their partners or their respective representatives or designees) given in connection with the sale by the Declarant of any land shall prevail over the terms and conditions of this paragraph.

**8.04. Tree and Landscaping Disclaimer:** Nothing contained in this Supplemental Declaration, the lot sale or transfer documents, the Declarations of Covenants, Easements and Restrictions for Aberdeen, or any other document shall be construed as a guarantee of the survival of any landscape material and/or trees. The Developer shall not be obligated to remove and/or replace any destroyed landscape material or dead trees.

**8.05. Amendments to Supplemental Declaration:** Except for Section 8.03, the provisions of this Supplemental Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and approved by at least three-fourths (3/4) of the Owners of Units in The Fairways. Any change, modification, amendment or rescission shall take effect upon the recordation of an instrument in the Office of the Recorder of Porter County, Indiana.

**8.06. Special Amendments by the Declarant:** The Declarant reserves the right, and is hereby granted the consent of each Owner, to execute and record special amendments to this Supplemental Declaration.

**8.07. Interpretation of Supplemental Declaration:** The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a fine quality development.

**8.08. Indemnity to Board and Committee Members:** The members of the Board of Directors and The Fairways Neighborhood Committee, and the officers thereof, shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Umbrella Association shall indemnify and hold harmless each such member or officer against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Umbrella Association or The Fairways Neighborhood Committee, unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Declaration, this Supplemental Declaration, or in

violation of any resolution adopted by the Owners or Board of Directors. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Umbrella Association or The Fairways. Each agreement made by such members or officers on behalf of the Umbrella Association or The Fairways Neighborhood Committee shall be executed by such members or officers on behalf of the Umbrella Association or The Fairways Neighborhood Committee as agents.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed this 1 day of July, 1998.

ABERDEEN LIMITED PARTNERSHIP,  
an Indiana Limited Partnership  
BY: Benchmark Ltd., a Limited  
Liability Company, General Partner

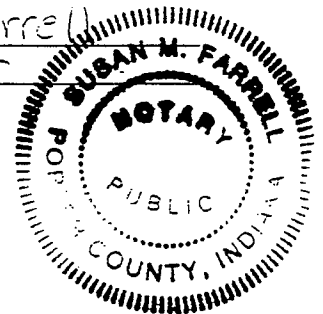
BY: [Signature]  
Barbara A. Young, President

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF PORTER     )

Before me, the undersigned, a Notary Public for Porter County, State of Indiana, personally appeared Barbara A. Young, the President, of Benchmark Ltd., a Limited Liability Company, the General Partner of Aberdeen Limited Partnership, an Indiana Limited Partnership, who acknowledged the execution of the foregoing instrument to be her free and authorized act. Signed and sealed this 1 day of July, 1998.

My Commission Expires:  
Sept 25, 2001

Susan M. Farrell  
Notary Public  
Printed: Susan M. Farrell  
County of Residence: Porter



This Instrument Prepared By:  
Barbara A. Young, Attorney #1437-64  
Benchmark Ltd., a Limited Liability Company  
214 Aberdeen Drive, Valparaiso, Indiana 46385  
Telephone: (219) 464-2233



FIRST AMENDMENT TO  
THE SUPPLEMENTAL DECLARATION OF COVENANTS,  
EASEMENTS AND RESTRICTIONS  
FOR THE FAIRWAYS AT ABERDEEN  
(PHASE "F")

STATE OF INDIANA  
PORTER COUNTY  
FILED FOR RECORD

'98 SEP 24 PM 12 57

This First Amendment to the Supplemental Declaration of Covenants, Easements and Restrictions for The Fairways at Aberdeen ("Amendment") is made this 10<sup>th</sup> day of September, 1998 by Aberdeen Limited Partnership, an Indiana Limited Partnership (hereinafter referred to as the "Declarant").

JACQUELYN M. STERLING  
RECORDER

*WITNESSETH*

*WHEREAS*, Declarant has previously subjected certain real property to covenants and restrictions by virtue of a Declaration of Covenants, Easements and Restrictions for Aberdeen, dated the 1st day of May, 1995, and recorded on the 2nd day of May, 1995, as Document No. 95-08289 at Miscellaneous Record Book 150, Page 57, in the Office of the Recorder of Porter County, Indiana (hereinafter referred to as "Declaration"); and

*WHEREAS*, Declarant has previously subjected certain real property to covenants and restrictions by virtue of a Supplemental Declaration of Covenants and Restrictions for The Fairways at Aberdeen (Phase F), dated July 1, 1998, and recorded July 1, 1998, as Document No. 98-19285 at Miscellaneous Record Book 168, Page 519, in the Office of the Recorder of Porter County, Indiana (hereinafter referred to as "Supplemental Declaration"); and

*WHEREAS*, the real property affected by said Supplemental Declaration is more particularly described as follows:

Lots F-1 through F-45 in Aberdeen Phase "F" in Center Township, Porter County, Indiana, as per plat thereof, recorded in Plat File 25-A-4N, in the Office of the Recorder of Porter County, Indiana, as Instrument No. 98-19285 (hereinafter referred to as "Property"); and

*WHEREAS*, Article VIII Section 8.05, of the Supplemental Declaration provides that the Supplemental Declaration may be amended, modified or terminated; and

*WHEREAS*, Declarant holds title to more than three-fourths (3/4) of the voting interests of the Membership with respect to the property subjected to said Supplemental Declaration; and

*WHEREAS*, Declarant desires to make certain modifications to the Supplemental Declaration;

*NOW, THEREFORE*, pursuant to Article VIII, Section 8.05, Declarant hereby declares that the following Amendments shall be and become part of the Supplemental Declaration of Covenants, Easements and Restrictions for The Fairways at Aberdeen, dated July 1, 1998, and recorded July 1, 1998, as Document No. 98-19285 at Miscellaneous Record Book 168, Page 519, in the Office of the Recorder of Porter County, Indiana:

1. **Article IV, Section 4.22**, shall be amended to read as follows:

**Section 4.22. Participating Builders.** All Buildings intended for use as a Dwelling Unit must be built by an Approved Participating Builder in The Fairways. The approved builders shall be limited to not more than five (5) at any one time. The initial approval list includes:

- a) Dan Anderson Construction
- b) Jody Snider Custom Homes
- c) Martin Construction
- d) Sommers Construction
- e) Wheeler-Bowers Builders

In the event any one of the initial builders ceases to be part of the program, the Developer reserves the right to select a replacement so long as the total number of builders does not exceed five (5) at any point in time.

ALL PERSONS INCLUDING ALL OWNERS, ARE HEREBY ADVISED THAT NO REPRESENTATIONS OR WARRANTIES, EITHER WRITTEN OR ORAL, HAVE BEEN OR ARE MADE BY THE DECLARANT OR ANY OTHER PERSON WITH REGARD TO ANY WORK PERFORMED BY ANY PARTICIPATING BUILDER. NEITHER THE DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS RESULTING FROM THE CONSTRUCTION, CONDUCT, OR ANY OTHER ACT OF A PARTICIPATING BUILDER.

2. In all other respects all of the other terms and conditions of the Supplemental Declarations shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed on the date first set forth above.

ABERDEEN LIMITED PARTNERSHIP,  
an Indiana Limited Partnership  
BY: Benchmark Ltd., a Limited Liability  
Company, General Partner

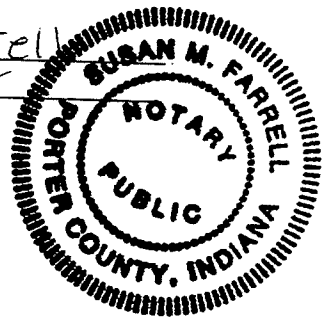
BY: [Signature]  
Barbara A. Young, President

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF PORTER    )

Before me, the undersigned, a Notary Public for Porter County, State of Indiana, personally appeared Barbara A. Young, the President, of Benchmark Ltd., a Limited Liability Company, the General Partner of Aberdeen Limited Partnership, an Indiana Limited Partnership, who acknowledged the execution of the foregoing instrument to be her free and authorized act. Signed and sealed this 10 day of September, 1998.

My Commission Expires:  
Sept. 23, 2001

[Signature]  
Notary Public  
Printed: Susan M. Farrell  
County of Residence: Porter



This Instrument Prepared By:  
Barbara A. Young  
BENCHMARK LTD., a Limited Liability Company  
214 Aberdeen Drive  
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Telephone: (219) 464-2233  
Atty. # 1437-64