



RULES, REGULATIONS & PROCEDURES

This document is only a clarification of certain vague and confusing parts of the Covenants and its amendments and was prepared solely to assist homeowners in understanding the Covenants and its amendments. The Board of Directors has the power to create this clarification without a vote of 75% of the homeowners under Section 8.1 of the Covenants. **Nothing in the Covenants or its amendments is being changed, varied from, ignored, modified, or deleted by this document. Only a vote of 75% of the homeowners may do that.**

This document was recorded with the Tippecanoe County Recorder's office on 12/03/2010 as Instrument No. 201010022844. These Rules, Regulations and Procedures become effective on January 1, 2011. The First Amendment to the Rules, Regulations and Procedures was recorded with the Tippecanoe County Recorder's office on 11/15/2013 as Instrument No. 201313025815 and shall be effective November 1, 2013. The Second Amendment Revised to the Rules, Regulations and Procedures was recorded with the Tippecanoe County Recorder's Office on 03/02/2015 as Instrument No. 201515003309 and shall be effective January 1, 2015. The original document and amendments may be viewed upon written request.

Please use this document in conjunction with the Covenants and its amendments. A list of the documents relevant to our Homeowners' Association is available on the website.

RULES, REGULATIONS, AND PROCEDURES
OF THE BENJAMIN CROSSING HOMEOWNERS' ASSOCIATION, INC.
A COVENANT COMMUNITY

ADOPTED BY THE BOARD OF DIRECTORS
OF THE BENJAMIN CROSSING HOMEOWNERS' ASSOCIATION, INC.
BY RESOLUTION ON DECEMBER 2, 2010

FIRST AMENDMENT ADOPTED BY THE BOARD OF DIRECTORS OF THE
BENJAMIN CROSSING HOMEOWNERS' ASSOCIATION, INC.
BY RESOLUTION ON SEPTEMBER 12, 2013

SECOND AMENDMENT REVISION ADOPTED BY THE BOARD OF DIRECTORS OF THE
BENJAMIN CROSSING HOMEOWNERS' ASSOCIATION, INC.
BY RESOLUTION ON FEBRUARY 4, 2015

TABLE OF CONTENTS

Article I General Statement 7

Article II Architectural Request Procedures (Declaration§ 6.4)..... 7

Article III Signs (Declaration§ 7.3)..... 8

Article IV Parking (Amended Declaration § 7.4) 9

Article V Animals and Pets (Declaration§ 7.5) 10

Article VI Exterior Home & Lot Maintenance (Declaration§ 7.7) 10

Article VIII Pools (Declaration § 7.10)..... 11

Article IX Storage Sheds and Temporary Structures (Declaration§ 7.11) 11

Article X Air Conditioning Units (Declaration § 7.15)..... 12

Article XI Mailboxes (Declaration§ 7.16)..... 13

Article XII Exterior Flags and Sculptures (Declaration § 7.20) 13

Article XII.1 Sidewalks & Driveways (Declaration § 7.21) 14

Article XIII Fences (Amended Declaration§ 7.23) 14

Article XIV Basketball Goals (Declaration§ 7.25) 15

Article XV Playground Equipment (Declaration § 7.26)..... 15

Article XVI Enforcement- Remedies (Declaration § 8.1 and Declaration § 8.2)..... 15

Article XVII Effective Date..... 16

Cross-Reference:

Benjamin Crossing, Section 1 (Plat), Instrument #04004355 (Plat Book 11, Page 244)
Benjamin Crossing, Section 2 (Plat), Instrument #04013062 (Plat Book 11, Page 256)
Benjamin Crossing, Section 3 (Plat), Instrument #04008580 (Plat Book 11, Page 247)
Benjamin Crossing, Section 4 (Plat), Instrument #04028290 (Plat Book 11, Page 270)
Benjamin Crossing, Section 5 (Plat), Instrument #0500600 (Plat Book 11, Page 285)
Benjamin Crossing, Section 6 (Plat), Instrument #05029298 (Plat Book 11, Page 300)
Benjamin Crossing, Declaration of Covenants, Instrument #03009184
Benjamin Crossing, Declaration of Covenants, Amendment, Instrument #03050137
Benjamin Crossing, Declaration of Covenants, Second Amendment, Instrument #04016946

RULES, REGULATIONS, & PROCEDURES

AFFIDAVIT OF CORPORATE RESOLUTION
of
BENJAMIN CROSSING HOMEOWNERS' ASSOCIATION, INC.

COMES NOW the Benjamin Crossing Homeowners' Association, Inc., by its Board of Directors, on this second day of December, 2010, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Lafayette, Tippecanoe County, Indiana commonly known as Benjamin Crossing was established upon the recording of certain Plats with the Office of the Recorder for Tippecanoe County, Indiana; and

WHEREAS, said Plats contain Covenants that run with the land, namely the Declaration of Covenants, Conditions and Restrictions for Benjamin Crossing (hereafter "Declaration") and any amendments thereto, which were recorded in the office of the Tippecanoe County Recorder on March 7, 2003 as Instrument No. 03009184; and

WHEREAS, said Declaration provides for the establishment of the Benjamin Crossing Homeowners' Association, Inc. ("Association"), an Indiana non-profit corporation, and Article VII of the Declaration further provides that the Association has the authority to make and to enforce standards and restrictions governing the use of the subdivision, such regulations to be binding on all Owners; and

WHEREAS, Article VIII, Section 8.1 of the Declaration provides that the Board of Directors of the Association ("Board") may establish reasonable rules and regulations concerning the use of Lots in Benjamin Crossing; and WHEREAS, the Board desires to establish such reasonable rules and regulations in order to assist Owners in understanding the Covenants, to clarify ambiguous terms in the Declaration, and to generally benefit the community by establishing standards for matters entrusted to the discretion of the Board or the Developmental Control Committee ("Committee"); and NOW THEREFORE, the Board hereby amends the Rules, Regulations & Procedures as follows:

NOW THEREFORE, the Board hereby amends the Rules, Regulations & Procedures as follows:

Cross-Reference:

Benjamin Crossing, Section 1 (Plat), Instrument #04004355 (Plat Book 11, Page 244)
Benjamin Crossing, Section 2 (Plat), Instrument #04013062 (Plat Book 11, Page 256)
Benjamin Crossing, Section 3 (Plat), Instrument #04008580 (Plat Book 11, Page 247)
Benjamin Crossing, Section 4 (Plat), Instrument #04028290 (Plat Book 11, Page 270)
Benjamin Crossing, Section 5 (Plat), Instrument #0500600 (Plat Book 11, Page 285)
Benjamin Crossing, Section 6 (Plat), Instrument #05029298 (Plat Book 11, Page 300)
Benjamin Crossing, Declaration of Covenants, Instrument #03009184
Benjamin Crossing, Declaration of Covenants, Amendment, Instrument #03050137
Benjamin Crossing, Declaration of Covenants, Second Amendment, Instrument #04016946
Benjamin Crossing, Rules, Regulations & Procedures, Instrument #201010022844

**RULES, REGULATIONS, & PROCEDURES
FIRST AMENDMENT**

AFFIDAVIT OF CORPORATE RESOLUTION
of
BENJAMIN CROSSING HOMEOWNERS' ASSOCIATION, INC.

THIS FIRST AMENDMENT, dated September 12, 2013, is made by BENJAMIN CROSSING HOMEOWNERS' ASSOCIATION, INC., an Indiana non-profit corporation.

WITNESSETH THAT:

WHEREAS, the residential community in Lafayette, Tippecanoe County, Indiana commonly known as Benjamin Crossing was established upon the recording of certain Plats with the Office of the Recorder for Tippecanoe County, Indiana; and

WHEREAS, said Plats contain Covenants that run with the land, namely the Declaration of Covenants, Conditions and Restrictions for Benjamin Crossing (hereafter "Declaration") and any amendments thereto, which were recorded in the office of the Tippecanoe County Recorder on March 7, 2003 as Instrument No. 03009184; and

WHEREAS, said Declaration provides for the establishment of the Benjamin Crossing Homeowners' Association, Inc. ("Association"), an Indiana non-profit corporation, and Article VII of the Declaration further provides that the Association has the authority to make and to enforce standards and restrictions governing the use of the subdivision, such regulations to be binding on all Owners; and

WHEREAS, Article VIII, Section 8.1 of the Declaration provides that the Board of Directors of the Association ("Board") may establish reasonable rules and regulations concerning the use of Lots in Benjamin Crossing; and

WHEREAS, Article IV, Section 7.4 of the Association's Declaration empowers the Board of Directors to adopt and publish rules and regulations governing the regulation of parking within the Development; and WHEREAS, the Board desires to establish such reasonable rules and regulations in order to assist Owners in understanding the Covenants, to clarify ambiguous terms in the Declaration, and to generally benefit the community by establishing standards for matters entrusted to the discretion of the Board or the Developmental Control Committee ("Committee"); and WHEREAS, the Board deems it necessary and in the best interest of the Association to establish rules and regulations for the parking of vehicles; and

NOW THEREFORE, the Board hereby amends the Rules, Regulations & Procedures as follows:

Cross-Reference:

Benjamin Crossing, Section 1 (Plat), Instrument #04004355 (Plat Book 11, Page 244)
Benjamin Crossing, Section 2 (Plat), Instrument #04013062 (Plat Book 11, Page 256)
Benjamin Crossing, Section 3 (Plat), Instrument #04008580 (Plat Book 11, Page 247)
Benjamin Crossing, Section 4 (Plat), Instrument #04028290 (Plat Book 11, Page 270)
Benjamin Crossing, Section 5 (Plat), Instrument #0500600 (Plat Book 11, Page 285)
Benjamin Crossing, Section 6 (Plat), Instrument #05029298 (Plat Book 11, Page 300)
Benjamin Crossing, Declaration of Covenants, Instrument #03009184
Benjamin Crossing, Declaration of Covenants, Amendment, Instrument #03050137
Benjamin Crossing, Declaration of Covenants, Second Amendment, Instrument #04016946
Benjamin Crossing, Rules, Regulations & Procedures, Instrument #201010022844
Benjamin Crossing, Rules, Regulations & Procedures, First Amendment, Instrument #201313025815
Benjamin Crossing, Rules, Regulations & Procedures, Second Amendment, Instrument #201414020176

**RULES, REGULATIONS, & PROCEDURES
SECOND AMENDMENT - REVISED**

AFFIDAVIT OF CORPORATE RESOLUTION
of
BENJAMIN CROSSING HOMEOWNERS' ASSOCIATION, INC.

THIS SECOND AMENDMENT - REVISION, dated February 4, 2015, is made by BENJAMIN CROSSING HOMEOWNERS' ASSOCIATION, INC., an Indiana non-profit corporation.

WITNESSETH THAT:

WHEREAS, the residential community in Lafayette, Tippecanoe County, Indiana commonly known as Benjamin Crossing was established upon the recording of certain Plats with the Office of the Recorder for Tippecanoe County, Indiana; and

WHEREAS, said Plats contain Covenants that run with the land, namely the Declaration of Covenants, Conditions and Restrictions for Benjamin Crossing (hereafter "Declaration") and any amendments thereto, which were recorded in the office of the Tippecanoe County Recorder on March 7, 2003 as Instrument No. 03009184; and

WHEREAS, said Declaration provides for the establishment of the Benjamin Crossing Homeowners' Association, Inc. ("Association"), an Indiana non-profit corporation, and Article VII of the Declaration further provides that the Association has the authority to make and to enforce standards and restrictions governing the use of the subdivision, such regulations to be binding on all Owners; and

WHEREAS, Article VIII, Section 8.1 of the Declaration provides that the Board of Directors of the Association ("Board") may establish reasonable rules and regulations concerning the use of Lots in Benjamin Crossing; and

WHEREAS, the Board desires to establish such reasonable rules and regulations in order to assist Owners in understanding the Covenants, to clarify ambiguous terms in the Declaration, and to generally benefit the community by establishing standards for matters entrusted to the discretion of the Board or the Developmental Control Committee ("Committee"); and

WHEREAS, the Board deems it necessary and in the best interest of the Association to establish rules and regulations for attached storage sheds and similar structures; and

WHEREAS, the original Second Amendment dated September 17, 2014 contained clerical errors which inhibited the intention and definition expansion the Board of Directors wished to convey; and

NOW THEREFORE, the Board hereby amends the Rules, Regulations & Procedures as follows:

**Rules Regulations and Procedures
for the Benjamin Crossing Subdivision**

Article I General Statement

Section 1.0. Scope. These Rules, Regulations and Procedures do not rescind, delete, or otherwise affect the Declaration and the rules and regulations stated therein. These Rules, Regulations and Procedures are intended solely to clarify ambiguities and to establish standards, guidelines, and procedures for those matters entrusted to the Board and to the Committee in the Declaration.

Section 1.1. Declaration; Amendment. Nothing herein shall affect the requirement set forth in Section 9.2 of the Declaration, which provides that the Declaration can only be amended by an affirmative vote of seventy- five (75) percent of the Member of the Association. This requirement cannot be modified by these Rules, Regulations, and Procedures.

Article II Architectural Request Procedures (Declaration§ 6.4)

Section 2.0. Applications. An application must be submitted to the Developmental Control Committee ("Committee") whenever an Owner wishes to make an improvement to their property prior to construction or occurrence of the improvement. Applications must be submitted in two copies. Forms may be obtained from and shall be submitted to the Committee at:

Benjamin Crossing HOA
PO Box6921
Lafayette, IN 47903

Note that "improvement" as defined by Declaration§ 6.4 includes any improvement to the home except for vegetative landscaping and except for the painting of any interior space. Improvements thus include, but are not limited to: painting the exterior of home (except repainting it the original color, which is not considered an improvement), the construction of driveways, sidewalks, additions, mail boxes, decks, courtyards, swimming pools, tennis courts, awnings, etc.

Section 2.1. Contents of Applications. Applications must be submitted with plans and specifications showing the proposed improvement, lot lines, affected vegetation and proposed new vegetation, and any other information reasonably requested by the Committee.

Section 2.2. Review of Applications. The Committee shall review applications submitted to it within thirty days. If the Committee has not approved an application within 30 days, the application shall be deemed denied.

Section 2.3. Government Actions. The approval of the Committee is required before any improvement may be instituted. The approval of any government unit or agency does not affect the requirement of Committee approval before an improvement may be undertaken. No improvement shall be deemed approved by the Committee because said improvement has been approved by a government unit or agency. Similarly, Committee approval of an improvement does not mean that the approval of a government unit or agency is unnecessary. In most instances, an Owner will need to get approval for an improvement from the committee and from government units or agencies before proceeding with the improvement.

Section 2.4. Improvements without Committee Approval. Any improvement undertaken without Committee approval may be stopped or removed upon the filing of legal proceedings and entry of appropriate judicial order.

Section 2.5. Verbal Approval. No application shall be approved verbally and no Owner shall rely on any oral statement made by any person concerning an application for an improvement to a Lot. All decisions of the Committee are made in writing and no decision of the Committee shall be conveyed orally.

Section 2.6. Appeals.

- a) An Owner whose application has been denied may appeal the same within 15 days of the Committee's decision or within 15 days of its failure to make a decision in the event the Committee fails to issue an approval within thirty days of an application's submission. Appeals are taken to the Board.

- b) Within fifteen days of receipt of an appeal, the Board shall meet to decide whether the application shall be approved or denied. The Owner making the application and a member of the Committee shall attend the meeting and present evidence and argument. Board decisions on applications are final and are not appealable to any other entity.
- c) This right to appeal shall not exist when the Committee and the Board are completely made up of the same members.

Section 2.7. Standards.

a) Paint Colors. Exterior homes may be painted any color that is harmonious and consistent with the appearance of other homes in the neighborhood. Because they are not harmonious or consistent with the neighborhood, the Committee will not approve any application seeking to repaint a home in the following colors:

- 1. bright yellow;
- 2. bright pink;
- 3. bright red;
- 4. bright orange;
- 5. bright purple;
- 6. bright green;
- 7. any neon color; or
- 8. any fluorescent color.

b) Siding and Trim. Owners should replace all siding and masonry on the exterior of the home with the same style material and color siding, trim, or masonry as was originally installed on the home. Notwithstanding that, the Committee may approve applications seeking installation of wood-style substitute materials, such as Hardi- Plank. The Committee will not approve any application requesting approval of the installation of aluminum siding on any home.

c) Roofing. Replacement roofs should be as consistent as possible in style and color with the original roof installed on the home. Changes in roofing style and color may be permitted provided that the changes are consistent with the appearance of other homes in the neighborhood.

Article III Signs (Declaration§ 7.3)

Section 3.0 General. No signs shall be erected on any Lot except upon written consent of the Board unless the sign is required by legal proceedings or the sign is a professionally printed "for sale" or "for rent" sign.

Section 3.1. Preapproval; Certain Signs. To reduce the burden of the restriction against signs, the Board preapproves the following types of signs:

- a) One sign, not larger than six square feet, advertising that property is for sale.
- b) Security signs, invisible fence signs, "beware of dog" signs, and "no soliciting" signs provided that they are not more than twelve inches wide by twelve inches long.
- c) Professionally printed "Garage Sale" or "Yard Sale" signs provided that the same are not erected more than twenty-four hours prior to the date of the sale and are removed not more than twenty-four hours from the conclusion of the sale. Professionally printed direction signs guiding persons to the place of sale are also permitted provided that they are not erected more than twenty-four hours prior to the date of the sale and are removed not more than twenty-four hours from the conclusion of the sale.
- d) Professionally printed "Open House" signs provided that the same are not erected more than twenty- four hours prior to the date of the open house event and are removed not more than twenty-four hours from the conclusion of the open house event. Professionally printed direction signs guiding persons to the place of the open house event are also permitted provided that they are not erected more than twenty-four hours prior to the event and are removed not more than twenty-four hours from the conclusion of the event.
- e) Professionally manufactured temporary signs for the express purpose of celebrating an event, such as a graduation, birthday, anniversary, wedding, or other special occasion provided that the sign is not erected on said Lot for more than 72 hours.

- f) Political signs provided that the same are professionally printed and are not larger than six square feet.
- g) Political signs may not be displayed more than 30 days prior to the voting date and must be removed within five days of the voting date.
- h) Professionally produced or printed signs celebrating or supporting a child or resident in a school activity or other activity provided that the sign is not more than six square feet and provided that it is erected within ten feet of the front door of any Lot.

Section 3.2. Board Consent. Owners desiring Board approval for signs must make a written application to the Board. The application must include a copy of the sign or a visual depiction of the sign. Board decisions on signage are final and shall not be appealable to anybody. The Board shall not approve signs that:

- a) are lewd or offensive pursuant to prevailing community standards;
- b) attack or insult an Owner; or
- c) otherwise offend the sentiments of community as determined by the Board in its sole and absolute discretion.

Written applications on signs shall be decided upon by the Board within twenty days of the Board's receipt of the application. The person making the application shall attend the Board meeting at which the application is discussed and shall be permitted to present argument or evidence in support thereof.

Section 3.3. Removal of Unapproved Signs. Signs that have not been pre-approved by the Board or approved in writing by the Board shall be removed by the Board or their designees.

Article IV Parking (Amended Declaration § 7.4)

Section 4.0. General. The parking rules and regulations set forth in the § 7.4 of the Declaration were deleted and replaced by the rules and regulations set forth in paragraph 4 of the First Amendment to the Declaration. § 7.4 of the Declaration is thus void and is of no effect.

Section 4.1. Amendment. The First Amendment to the Declaration gives the Board discretion to dedicate parking within the Development. For purposes of the Declaration, parking is dedicated with restrictions as follows:

- a) Street parking shall be dedicated to one side of all streets within the Development excluding Pocahontas Court, Nauset Court and Fletcher Court. There shall be no parking on the side of the street where mailboxes are installed.
- b) There shall be no parking on any street without a permit Monday through Friday from 7 a.m. to 5 p.m. excluding clearly marked service or delivery vehicles and Association approved holidays.
- c) There shall be no parking on the street during snow removal.
- d) There shall be no vehicle parked within twenty (20) feet of an intersection, twenty (20) feet from an entrance median, eight (8) feet from alley and round-about entrances or exits, fifteen (15) feet on either side of a fire hydrant, in the round-about, or in marked curves.
- e) Parking shall be available to Pocahontas Court, Nauset Court and Fletcher Court by permit only unless otherwise permitted by the Parking Committee or Board. Parked vehicles shall not obstruct mail delivery.
- f) The Parking Committee or Board shall promulgate additional guidelines and standards for permit approval, distribution, and use within the Real Estate. These guidelines and standards may be amended from time to time at the discretion of the Parking Committee or Board.

Section 4.2. Prohibited Vehicles: Campers, Camper Trailers, Boats and other Watercraft and Boat trailers “Recreational Vehicles & Trailers”. The Declaration prohibits certain vehicles from being parked anywhere within the Development

except within enclosed garages unless otherwise designated by the Board. For purposes of the Declaration, the Board has chosen to designate parking only for the above prohibited "Recreational Vehicles & Trailers" with the following restrictions.

- a) "Recreational Vehicles & Trailers" may be parked on a driveway for no longer than 48 hours from Memorial Day to Labor Day for the purposes of loading and unloading.
- b) "Recreational Vehicles & Trailers" shall not extend over the sidewalk or into the alleyway while being temporarily parked.
- c) "Recreational Vehicles & Trailers" may be parked behind an ACC approved fence provided that no part of the vehicle or trailer is visible from the street.

Section 4.3. Enforcement and Towing. Any vehicle parked which does not conform to the stipulations of these restrictions may be towed at the sole expense and risk of the owner of the offending vehicle(s). (First Amendment to the RR&Ps, Instrument No. 201313025815)

Article V Animals and Pets (Declaration § 7.5)

Section 5.0. General. Declaration § 7.5 provides that "Farm animals, fowls, or domestic animals for commercial purposes" shall not be kept on any Lot. For purposes of Declaration § 7.5, these terms have the following definitions:

- a) "Farm animals" shall mean cows, pigs, Vietnamese pot-bellied pigs, goats, sheep, or other similar livestock.
- b) "Fowls" shall mean chickens, ducks, geese, or other similar animal.
- c) "Domestic Animals" are cats, dogs, birds, snakes, and other typical household pets.
- d) "Commercial purposes" means the breeding, maintenance, kenneling, or sale of animals for monetary gain.

Section 5.1. Common Areas; Wild Animals. No Owner shall perform any act to induce or encourage wild animals to the Common Areas. An Owner shall be liable to the Association for any damage to Common Areas caused by their pet or by wild animals which the Owner induced onto the Common Areas.

Article VI Exterior Home & Lot Maintenance (Declaration § 7.7)

6.0. General; Definitions. Declaration § 7.7 requires Owners to prevent the development of "unclean, unhealthy, unsightly, or unkempt conditions" upon a Lot. For purposes of the Declaration, these terms have the following meaning:

- a) An "unclean condition" is a state of foulness or dirtiness, including conditions caused by the dumping or the accumulation of garbage, rubbish, oil, toxins, chemicals, paint, or other hazardous substances.
- b) An "unhealthy condition" is a state in which sanitation is imperiled due to the accumulation of waste, garbage, or rubbish, whether manmade or organic.
- c) An "unsightly condition" occurs when a Lot is maintained in a manner inconsistent with the general appearance of the neighborhood, including, but not limited to, peeling exterior paint, deteriorating driveways, dilapidated basketball goals, basketball goals with plywood backboards, firewood not stacked in neat piles and covered with a brown, tan, black or other dark color, and the failure to remove dead vegetation.
- d) An "unkempt condition" occurs when a Lot is maintained in a manner inconsistent with the general appearance of the neighborhood, including, but not limited to, failing to control weeds, failure to prune vegetation, failure to remove dead trees or shrubs, permitting dandelions to grow on a Lot, maintaining inoperable machinery on the Lot, failure to adequately maintain the exterior of a dwelling so that it becomes dilapidated, failure to remove trash, rubbish, refuse, or lawn waste, failure to repair garage doors, and failure to correct a leaning fence.

Section 6.1. Determination of Unclean, Unhealthy, Unsightly, or Unkempt Conditions. The Board, in its sole discretion, shall determine when a unclean, unhealthy, unsightly, or unkempt condition occurs. In making this determination, the Board shall consider (a) the neighborhood in which the condition is located and the extent to which the condition varies from the conditions prevailing in the neighborhood; (b) the nature of the condition in isolation, apart from its neighborhood, and as it exists on a Lot; (c) the severity of the condition; and (d) the harm to the public and other Owners caused by the condition, including the extent to which

the condition impairs the property values of other Owners' Lots. The Owner of the Lot shall attend the meeting at which the Board discusses the condition of the Owner's Lot and shall be permitted to present evidence or argument concerning the same.

Section 6.2. Reversal. An Owner whose Lot is found to be kept in an unclean, unhealthy, unsightly, or unkempt condition, may have a majority of the Owners in good standing sign a petition stating that the condition is not unclean, unhealthy, unsightly, or unkempt. If a majority of the Owners in good standing sign such a petition and the petition is tendered to the Board within thirty days of the Board's finding that the condition is unclean, unhealthy, unsightly, or unkempt, then the Board's determination that the condition is unclean, unhealthy, unsightly, or unkempt is overturned.

Section 6.3. Failure to Remedy Condition. In addition to any other action allowed by the Declaration, the Board or its designees may enter onto a Lot whose condition is deemed unclean, unhealthy, unsightly, or unkempt and may do any and all things necessary to remedy said condition. Expenses incurred in such actions shall be the responsibility of the Owner of the Lot where the remediation is performed and shall be considered a Special Assessment as to that Owner.

Section 6.4. Liability. The Board or its designees, in remedying unclean, unhealthy, unsightly, or unkempt conditions on an Owner's Lot, shall not be liable for any act or omission causing damage to said Owner unless it is proved that the conduct of the Board or its designee was gross negligence or willful and wanton misconduct.

Article VII Garbage Cans, Tanks, Etc. (Declaration § 7.9)

Section 7.0. General. Declaration 7.9 requires that trash be stored in "appropriate containers," and prohibits rubbish, trash or garbage from being stored or maintained "outdoors." For purposes of this Declaration, an "appropriate container" is a receptacle dedicated to the storage of garbage, trash or rubbish and that is covered by a lid, cap, or cover at all times and "outdoors" shall mean outside an ACC approved barrier or structure. Any ACC approved barrier or structure must enclose the garbage container so that the container is not visible from the street. An example of approvable barriers or structures may include, fence panels, screen enclosures, attached sheds, garages, ect. All trash must be stored in an "appropriate container" within the approved barrier or structure. (First Amendment to the RR&Ps, Instrument No. 201313025815)

Article VIII Pools (Declaration § 7.10)

Section 8.0. General. Declaration § 7.10 forbids "above-ground swimming pools." In-ground pools, hot tubs, and spas are permissible, but only with the prior approval of the Committee. For purposes of this rule, any enclosure capable of holding more than 2' of water depth throughout and any pool that is partially buried in the ground but which is generally designed for above-ground use shall be deemed an "above-ground swimming pool." (First Amendment to the RR&Ps, Instrument No. 201313025815)

Section 8.1. Wading Pools. In-use wading pools, consisting of an enclosure capable of holding less than 2' of water depth throughout, shall be permitted without prior approval of the Committee. These pools must be located in the rear yard of Hallmark style homes and between the side door and up to 10' from the alleyway on Village-style homes. Wading pools not in immediate use may not be stored outside unless behind a locked ACC approved fence. (First Amendment to the RR&Ps, Instrument No. 201313025815)

Section 8.2. In-Ground Pools. When they are permitted, all in-ground pools must comply with all federal, state, and local rules and regulations governing pools. Any fence installed around an in-ground pool must contain self-closing and self-latching gates.

Section 8.3. Hot Tubs; Spas. Hot tubs and spas must be installed in discreet locations on Lots so that they are not visible from a public street or other Lots. Hot tubs and spas may be required to be screened fences, provided that the fence complies with the Declaration, as amended, and these Rules, Regulations and Procedures, or vegetation in order to obscure the sight of them from public areas or other Lots.

Article IX Storage Sheds and Temporary Structures (Declaration § 7.11)

Section 9.0 General. The Declaration prohibits detached structures, such as shacks, tents, trailers, storage sheds, and mini-barns, on any Lot or on the Common Areas. The Declaration does not forbid attached structures. Attached structures are considered to be improvements for which written approval of the Committee is required. Guidelines and standards for attached structures may be established in the Committee's CICID. An "attached structure" shall mean any structure that is built, constructed, erected or installed with a separation of no greater than six (6) feet of open space from the dwelling unless the structure is otherwise prohibited by the Declarations. In no case shall an attached structure be attached directly to the dwelling when the footings of the structure to be attached are above the frost line and the adjacent footings of the dwelling are below the frost line unless otherwise approved by the County in writing.

Section 9.1. Attached storage sheds or similar structures. No more than one attached storage shed shall be permitted on any Lot.

- a) **Design.** Attached storage sheds or similar structures may stand independently from the dwelling within the location restrictions indicated in Section 9.0 General, above, and Section 9.1 Attached storage sheds or similar structures (d), below, or a "lean-to" design. A "lean-to" design shall mean that at least one side of the structure must be flush with and be securely attached to the exterior of a dwelling unit.
- b) **Materials.** Attached storage sheds may be made of either a vinyl or resin material of a neutral color, such as black, beige, or white. Attached storage sheds may also be made of wood, in which case all siding and roof shingles must match identically the siding and roof materials of the house to which the structure is attached. Metal and aluminum storage sheds are not permitted. No attached storage shed may have a vinyl, corrugated, resin or other similar style roof unless such roof is part of the pre-molded design of the structure. For example, Rubbermaid- designed attached sheds are generally allowable while wood-framed sheds with green or metal wavy fiberglass roofs are not permitted.
- c) **Dimensions.** No attached storage shed shall exceed 120 square feet; however, at the sole discretion of the Committee and only with approval, a larger attached storage shed may be considered for larger lots with County permit.
- d) **Location.** Attached structures must be located within the required fencing allowances. See Article XIII Fences. Attached storage sheds or similar structures must be located in the rear yard unless otherwise permitted by the Committee. Attached storage sheds or similar structures must be at least three feet from the sidewall of any adjacent residence and at least five feet away from sidewalks. In exercising its discretion, the Committee shall take into account the effect any proposed attached structure would have on the use and enjoyment of the lake or detention pond by other owners within the subdivision.
- e) **Flooring.** Attached storage sheds must have a concrete, concrete block or wood floor unless otherwise approved by the committee.
- f) **Anchoring.** Storage sheds or similar structures that stand independently from the dwelling unit must be anchored in order to prevent tipping, moving, or blowing in the wind.

Section 9.2. All other attached structures. These structures may include, but are not limited to, pavilions, gazebos, decks, pergolas, etc. Any established guidelines, standards, restrictions, zoning regulations and setbacks shall apply.

Section 9.3. Exterior Appearance. No items, things or signs of any type may be hung, stored, or displayed on any attached structure without prior Committee approval. Landscaping should be installed around any attached structure to minimize its visual impact.

Section 9.4. Time Limits. Construction and/or installation of an attached structure must be completed within 30 days of the date the Committee approved the application for the attached structure. Extensions may be granted at the Committee's discretion. If an attached structure is not completed within the time limit, the attached structure, or any such part of it that has been built, must be removed. (Second Amendment Revised to the RR&Ps, Instrument No. 201515003309)

Article X Air Conditioning Units (Declaration § 7.15)

Section 10.0 General. Window or wall-mounted air conditioning units shall not be installed in any structure on any Lot except that such units may be permitted, upon application to and written approval from the Board, for service of the following types of rooms:

- a) sunrooms;
- b) Florida-type rooms; or
- c) enclosed patio areas

Article XI Mailboxes (Declaration § 7.16)

Section 11.0. General. Declaration § 7.16 requires Owners to maintain the mailbox and structure that was originally installed and, if replacement is necessary, then the mailbox and structure must be substantially the same in appearance as the original.

Section 11.1. Replacement; Substantially Similar- Posts. All mailboxes must be attached to wood posts identical in shape, size, and color to the post originally provided. Posts of plastic, resin, poly-vinyl, vinyl, rubber, metal, brick or stone shall not be allowed as these are not the same or substantially similar to the original posts.

Section 11.2. Replacement; Substantially Similar-Mailboxes. Replacement mailboxes shall be:

- a) metal or plastic;
- b) mailbox size "Standard No.2 Medium" unless otherwise approved by Committee;
- c) black in color;
- d) numbers must be gold or white-colored; and
- e) the address number must be printed on the visible side and the front lid of the mailbox.

Section 11.3. Maintenance; When Replacement Necessary. An Owner maintains the mailbox and shared post when the Owner keeps the mailbox and post free of rust, dents, scratches, and broken parts. Mailboxes that become rusted, damaged, or unreasonably faded must be replaced. Posts that are cracked, severely splintered, damaged or broken must be replaced.

Section 11.4. Location & Position. All mailboxes shall be located in the front of the home and on a designated side of the street. Mailboxes should be positioned 41" to 45" off the ground and the front of the mailbox should be 6" to 8" from the raised curb. All mailboxes shall be in numerical order unless relocation has been otherwise approved with Committee and Postal Service written consent. Any approved relocation shall be at the sole expense of the requesting homeowner(s). The Committee reserves the right to designate all mailbox locations. (First Amendment to the RR&Ps, Instrument No. 201313025815)

Section 11.5. Committee. Declaration 7.16 gives the Committee the power to require replacement of any mailbox or post at the expense of the Owners so served. The Committee shall notify Owners in accordance with Article XVI, Enforcement Remedies, that the mailbox or post requires replacement. If the Owner fails to replace the mailbox or post within the allotted time, the Committee may repair, repaint, or replace the box, post, or any part thereof at the expense of the Owner.

Article XII Exterior Flags and Sculptures (Declaration § 7.20)

Section 12.0. General. Declaration § 7.20 provides that outside sculptures, fountains, flags (other than the American flag), and similar items must be approved by the Committee. Guidelines for approval of these items may be set forth in the CICID.

Section 12.1. Display of the American Flag. Permission of the Committee is not required to display the American flag provided that the display either:

- a) complies with rules set forth in the United States Code; b) complies with rules adopted by the American Legion; or c) complies with any other generally accepted custom or rule pertaining to display of the American flag.

12.2. Limits. No Lot may display more than two sculptures or statues. No Lot may have more than one fountain or pond. Fountains and ponds may not exceed 16 square feet. No more than two flags may be displayed on any Lot. No more than one flagpole may be maintained on any one Lot.

Section 12.3. Locations. Sculptures and statues must be located within ten feet of the house.

Section 12.4 Decency Standards. No sculptures or statues or flags may display or depict nude figures.

Section 12.5. Flagpoles; Flag Standards. The Committee shall generally give approval to applications seeking to install an angle-mounted flag standard to the Owner's house. The Committee shall also generally approve applications requesting the erection of a freestanding flagpole with a cement or concrete footing of not more than thirty feet in height and not more than four inches in diameter. Other types of flag mounts or flag poles are permitted or denied based on the circumstances of the case and the extent to which the flag mount or flag pole would be in conformance with the appearance of the neighborhood.

Article XII.1 Sidewalks & Driveways (Declaration § 7.21)

Section 12.6. General. Declaration § 7.21 requires Owners to "maintain the same appearance as provided at the time of original construction." For the purposes of this Declaration, "same appearance" shall mean texture, grade, and design aesthetics shall match Developer installed sidewalks and driveways.

Section 12.7. Sidewalks & Walking Paths. All sidewalks and paths shall be brick paver or poured concrete unless otherwise approved by the Committee. Sidewalks may not exceed 3 feet in width. All sidewalks must be setback at least 1 foot from property line and shall be constructed in a manner that will not interfere with the existing drainage system.

Section 12.8. Decorative Borders & Aprons. A decorative border is considered an extension not exceeding 18 inches on either side of an original driveway. Installation of any apron shall be done on the original driveway and shall taper to match the existing Developer built aprons. No apron shall be permitted on an extension. Material may be decorative rock, brick paver or poured concrete unless otherwise approved by the Committee.

Section 12.9. Driveway Extensions. All decorative borders and sidewalks shall be removed prior to extension unless otherwise approved by the Committee. Existing driveways may be extended an additional 8 feet. Extensions for all Hallmark lots shall include a 5 foot taper to sidewalk and County approved permit. No driveway shall exceed 24 feet aggregate in width (including any approved decorative borders or sidewalks). Material shall be poured concrete and shall match existing texture and grade cohesively. All driveways shall bump up to a fence, shed or garage extension for aesthetic purposes. All extensions must be setback at least 3 feet from property line, at least 5 feet from Developer installed sidewalks and shall be constructed in a manner that will not interfere with the existing drainage system. Any cracked, sinking, severely pitted, improperly installed or unmaintained extension shall be at risk for immediate removal by the Committee at the sole expense of the homeowner as permitted under Article VIII, Section 8.2 of the CC&Rs.

Section 12.10. Use of Professional Installer. A professional concrete contractor must be hired by the Owner, at such Owner's cost, to install approved driveway extension for such Owner. (First Amendment to the RR&Ps, Instrument No. 201313025815)

Article XIII Fences (Amended Declaration § 7.23)

Section 13.0. General. Fences should comply with § 7.23 of the First Amendment to the Declaration. The rules and regulation set forth in § 7.23 of the Declaration were deleted and replaced by the rules and regulations set forth in the First Amendment to the Declaration. § 7.23 of the Declaration is thus void and is of no effect.

Section 13.1. Definition. A fence is deemed to be any type of enclosure, including shields and screens, even if the enclosure does not fully enclose a Lot.

Section 13.2. Colors. Amended Declaration § 7.23 permits fences that are "neutral" in color. "Neutral" means a natural wood color. The Committee may require installed fences to be the same or similar color to the color of the residence.

Section 13.3. Height; Decorative Caps and Tops. Fences may not exceed five feet in height provided that a "decorative cap or top" may be installed thereon so that the total aggregate height of the entire structure is not more than six feet. "Decorative cap or top" means a decorative design that is either built into the original fence infill, such as a dog-eared or scalloped board cut, a decorative finial on the support posts, such as a French gothic point, or lattice board across the top of the fence infill.

Section 13.4. Measurement of Height. Height shall be measured from the ground level to the top of the fence infill. Height does not include the height of any decorative post finial. If lattice is installed on the top of the fence, the lattice shall be included in the measurement of the height of the fence. Fence height requirements shall not be eased or excused for sloped yards.

Section 13.5. Fence Locations-Hallmark Homes. Fences may not be located in the front of the residence and must be located at least ten feet behind the front foundation corner of the residence. Fences that do not adjoin or are not connected to neighboring fences shall be set back at least two feet from each Lot line. Fences on corner Lots (Lots located at the intersection of two streets) shall be at least five feet away from sidewalks.

Section 13.6. Fence Locations-Village Homes. Fences may not be located in the front of the residence and must be located at least ten feet behind the front foundation corner of the residence. Fences shall not extend backwards beyond a point four feet from the rear foundation corner of the residence. Fencing that is parallel to an adjoining residence shall be at least three feet from the

sidewall of the adjacent residence. Fences on corner Lots (Lots located at the intersection of two streets) shall be at least five feet away from sidewalks.

Section 13.7. Neighbors; Joint Applications. Neighbors desiring to build a fence that would cover all or portions of two or more Lots may submit joint applications to the Committee.

Section 13.8. Backward Fences Prohibited. The finished side of all fencing must be displayed outwardly, so that the finished side is displayed to the public, the street, or other Lots.

Section 13.9. Landscaping. The Committee may require landscaping to accompany the installation of fencing provided that the Committee explains, in writing, why landscaping is considered necessary.

Article XIV Basketball Goals (Declaration § 7.25)

Section 14.0. General. Declaration § 7.25 gives the Committee discretion to approve basketball goals on Lots. The CICID may set forth guidelines for approval of basketball goals. Declaration § 7.25 does forbid the use of basketball goals along any curb on or in any street.

Section 14.1. Permanent Installations. Permanent basketball goals may be installed along a driveway or on an approved back court. No basketball goals shall be permitted to be mounted or installed on any structure.

Section 14.2. Temporary Basketball Goals. Temporary or moveable basketball goals may be located on the driveway of any Lot.

Section 14.3. Standards. Backboards of basketball goals must be of professionally or commercially manufactured material. Wood backboards are not permitted. Basketball rims must not be broken or damaged.

Section 14.4. Locations. No basketball goal shall be installed or placed on or next to any sidewalk, curb, or street in the Benjamin Crossing subdivision.

Article XV Playground Equipment (Declaration § 7.26)

Section 15.0. Size Limitations. Playground equipment may not be taller than fifteen feet.

Section 15.1. Materials. Playground equipment must be made of wood, plastic, or vinyl except for trampolines, which may have an aluminum or metal frame.

Section 15.2. Locations. Playground equipment must be located in the back yard of each home and must be at least ten feet from all property lines except for corner Lots.

Section 15.3. Anchoring. Playground equipment, including trampolines, must be anchored to the ground in order to prevent tipping, moving, or blowing in the wind.

Article XVI Enforcement- Remedies (Declaration § 8.1 and Declaration § 8.2)

Section 16.0. Binding Nature. These Rules, Regulations and Procedures are binding upon all Owners pursuant to Declaration § 8.1.

Section 16.1. Remedies for Breach. The remedies for breach of these Rules, Regulations and Procedures shall be the same as set forth in Declaration § 8.2 or any other part of the Declaration and as amended.

Section 16.3. Enforcement Procedures. Unless otherwise provided herein and except as pertains to the enforcement of parking restrictions, in the event of a violation or alleged violation of the Declaration, Plat Covenants, or any rule or regulation adopted pursuant to said authority, the Board shall follow these enforcement procedures:

- a) Door Tag. When a violation or alleged violation is identified or reported, the Owner may be advised of the same by way of a tag placed on or near the door of the Owner's residence or the door of the Lot at which the violation or alleged violation is observed.
- b) Courtesy Letter. In the event a violation or alleged violation is not corrected following the placement of the Door Tag or if no Door Tag is provided, the Owner shall be advised of the violation or alleged violation by way of a Courtesy letter and shall be given at least 15 days to correct the violation.
- c) Final Notice Letter. In the event a violation or alleged violation is not corrected following the time allotted by the Courtesy Letter, the Owner shall be reminded of the violation or alleged violation by way of a Final Notice Letter and shall be given an additional period of at least 15 days to correct the violation or alleged violation. For purposes of exercising any self-help remedies the Final Notice Letter may include an estimated remediation expense to correct the violation or alleged violation which will be assessed to the Owner of the Lot should the violation or alleged violation not be corrected within the allotted period of time.
- d) Consideration of Remedies. In the event a violation or alleged violation is still not corrected despite procedures established in (a) - (c) herein, the Board shall consider exercising any self-help remedies available or the initiation of a lawsuit. Before the initiation of a lawsuit the Board shall provide the Owner with one or more of the following:
 1. Attorney Letter or Complaint for Injunctive Relief. In the event a violation or alleged violation is not corrected following the time allotted by the Final Notice Letter, the Owner shall be reminded of the violation or alleged violation by way of an Attorney Letter or Complaint for Injunctive Relief, prepared by and issued by the attorney for the Association. The letter shall advise the Owner that the Owner may be sued if the violation or alleged violation is not corrected within the time period allotted in the letter. The letter shall also advise the Owner that the Owner is liable to the Association for attorney fees incurred in pursuing this matter. The Owner must correct the violation and pay any attorneys' fees incurred in order to terminate enforcement procedures at this stage.
 2. Tippecanoe County Code Enforcement Letter. Since the Declaration has been adopted by Tippecanoe County, the Association may refer enforcement of the violation or alleged violation to the County Code Enforcement officials.

Section 16.4. Parking Violations. Parking violations are not subject to the Enforcement Procedures established herein. Vehicles that are parked in violation of Amended Declaration § 7.4 shall be towed at the expense of the owner of the vehicle. Towing is a self-help remedy of the Association necessitated by the transient nature of parking violations.

Section 16.5. Waiver; Delay in Enforcement. No delay or failure on the part of any aggrieved party, the Board or the Association to invoke any remedy or to object to any violation shall be held to be a waiver by that party of any right available under the Declaration, the Plat Covenants, or these Rules, Regulations and Procedures.

Section 16.6. Failure to Follow Enforcement Procedures. The Enforcement Procedures specified herein are meant to be a guideline for the handling of typical enforcement actions. The Enforcement Procedures shall not be observed when the Board, in its discretion, determines that the Enforcement Procedures are inadequate after consideration of the following factors:

- a) previous history of violations;
- b) the seriousness of the violation alleged;
- c) the extent to which the violation impairs the quiet enjoyment of Owners in their Lots; and
- d) any other reasonable consideration justifying urgent action.

Section 16.7. Violation Notices. Any letters or other notices required herein or by the Declaration or the Plat Covenants shall be sent to an Owner by First Class U.S. Mail at the Owner's last known address. Notices are not required to be sent by certified mail.

Article XVII Effective Date

Section 17.0. Effective Date. These Rules, Regulations, and Procedures shall become effective on January 1, 2011. The First Amendment to the RR&PS shall become effective on November 1, 2013. The Second Amendment Revised the RR&PS shall become effective on January 1, 2015.