

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 015455

2010 MAR 17 PM 2:29

MICHELLE S. FAJMAN
RECORDER

SUPPLEMENTAL RESTRICTIVE COVENANTS

VILLAGE GREEN PHASE II

LAKE COUNTY, INDIANA

This Declaration of Covenants, Conditions, and Restrictions is made this day by DIVI Development, Inc., (hereinafter referred to as "Declarant").

Recitals:

1. WHEREAS, Declarant is the owner of the real property described as Lots 95, 96, 97, 98, 99 and 100, Village Green Subdivision Phase 2, Unit 1, recorded in Plat Book 99, page 2 and Lots 182, 183, 184, 185, 186, 187, 188, 189 and 190, Village Green Subdivision Phase 2, Unit 3, recorded in Plat Book 103, page 67, (hereinafter referred to as "Property").
2. That the above described lots along with lots to be platted in the future will border upon an Outlot, which will be a pond, exclusive to the lots surrounding said lots.
3. That Supplemental Restrictions, Conditions and Covenants need to be in place for the mutual benefit of all those parties surrounding the pond and to establish a method for the administration maintenance and preservation, use and enjoyment of the property surrounding the pond and the common areas thereto.

NOW, THEREFORE, The Declarant hereby declares that all of the above property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and the desirability of and which shall run with the real property subject to this Declaration in which shall be binding upon all parties having any right, title and interest in and to the property or any part thereof their heirs, successors, personal representatives and assigns and shall inure to the benefit of each owner thereof.

FILED

MAR 17 2010

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

25884

ARTICLE I
DEFINITIONS

1. **Assessments.** Shall mean assessments for common expenses provided for herein as may be specifically authorized from time to time.
2. **Association.** Association means the Village Green Homeowners Association, a non-profit corporation.
3. **Lake.** Lake shall mean the pond/outlot, upon which the lots as set forth above plus remaining future lots shall surround which shall be platted upon completion of the remaining lots to the east.
4. **Expenses.** Expenses shall mean and include the actual expenses in maintaining, including but not limited to, the pond, common areas and fountains situated in and around said pond.

ARTICLE II
LAKE USE EASEMENTS

Easements appurtenant to the above described lots are hereby granted for the use of the lake for recreational purposes, provided however that the use of motorized watercraft of all types on the lake is prohibited and provided further that said easements are subject to the obligations of the owners of the above described lots to pay lake use assessments under the supplemental restrictions.

The Developer retains the right from time to time to enact rules and regulations for the use and benefit of the owners surrounding said pond and the Developer shall have the sole right to promulgate said rules and regulations until such time as the Homeowners Association takes full control.

In addition to the assessments authorized by the Master Covenants and Restrictions special lake use assessments may from time to time be specifically authorized and levied by the Association upon the owners of the above described and future lots for the cost of maintaining, repairing and replacing the lake and lake facilities and the Association shall have the same lien rights and other powers and enforcement as set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements for Village Green Subdivision.

In witness whereof the Declarant has caused this Declaration to be executed this 15th day of March, 2010.

DIVI Development, Inc.

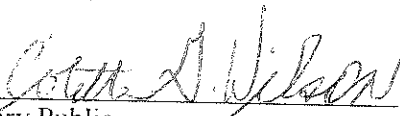
By: 

Richard A. Zunica, President

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me a Notary Public in and for said County and State personally appeared Richard A. Zunica, President of Divi Development, Inc. and acknowledged the execution of the foregoing Restrictions.

WITNESS my hand and Notarial Seal this 15th day of March, 2010.


Notary Public

My Commission Expires:
Resident County:



This Instrument Prepared By: Richard A. Zunica
162 Washington Street, Lowell, IN 46356