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**FIRST AMENDED AND RESTATED
RULES AND REGULATIONS OF
BRIAR RIDGE PROPERTY OWNERS ASSOCIATION, INC.**

1. Every owner, occupant or guest of an owner or occupant of a residence located within Briar Ridge Country Club Additions shall comply with all instructions and directions posted by the Association for the proper and orderly use of common areas and facilities; such posting shall be at or near the area, facility or equipment for which the instruction or direction is to apply.
2. Every owner, occupant or guest of an owner or occupant shall comply with all personally conveyed instructions or directions from any Association director or officer, or any employee or agent whose duty it is to supervise or maintain any common area or facility, as to the proper orderly use of said common area or facility.
3. Every owner, occupant or guest of an owner or occupant shall comply with each and every provision of the Declaration of Covenants, Conditions and Restrictions for Briar Ridge Country Club Additions, the Articles of Incorporation and By-Laws of Briar Ridge Property Owners Association, Inc., these Rules and Regulations, and all the ordinances of the Towns of Dyer and Schererville governing or controlling the use or occupancy of real estate located within Briar Ridge Country Club Additions.
4. Each residence shall be occupied solely by one (1) family. No other person or persons shall reside therein for any period longer than sixty (60) days within a one (1) year period. For purposes of this paragraph, "family" shall be defined only as persons who are related by blood or marriage; however, this rule shall not prohibit occupancy by live-in domestic help, governesses, or medical/nursing personnel.
5. Each residence located within Briar Ridge Country Club Additions shall be occupied for residential purposes only, and no residence or unit may be divided or subdivided into a smaller residence or unit, nor any room or portion thereof sold, transferred or leased. Nothing herein shall prohibit the owner of a residence from leasing the entire residence by written lease of no less than three (3) months duration in which the lessee expressly covenants to comply with the provisions of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of Briar Ridge Property Owners Association, Inc., and these Rules and Regulations. All such leases, and lessees, shall be subject to approval by the Association upon written application for same from the owner of the residence involved, and the failure of the Association to act upon said application within fifteen (15) days, shall be deemed an approval of said lease and lessee by the Association.
6. No business of any kind shall be conducted from any residence located within Briar Ridge Country Club Additions. This provision shall not prohibit the use of telephone for business purposes of a nature incident to a business located outside of Briar Ridge Country Club Additions, or for the entertainment of or consultation with any business guest for any portion of a particular day. All other business activities, of whatever nature, kind, duration or extent are prohibited.
7. Signs or advertising for any reason whatsoever are prohibited, except for "For Sale" or "For Rent" signs in good taste erected in accordance with the Declaration of Covenants, Conditions and Restrictions, except for such signs as are placed by the Association for information or directional purposes, and except as may be employed by the developer/declarant during the term of development, sale and control by him of any of the properties located within Briar Ridge Country Club Additions.

8. All lawns, landscaping, the surfaces of driveways and walkways, and the exteriors of all residences and appurtenant buildings shall be maintained and repaired on a regular basis so as to provide an attractive appearance conducive with the surrounding community environment. Weed control shall be the responsibility of lot and unit owners (or the unit owner's Association), who shall bear the expense for same and same shall be accomplished in the manner and in accordance with instructions of the Board of Directors. Upon written notice of a violation of this rule by the Association, the owner or occupant of said residence shall have thirty (30) days within which to correct any violation, or reach an agreement with the Association as to the correction of said violation.

9. No building, wall, improvement or other structure shall be commenced, erected or maintained on the property and no exterior addition, change or alteration shall be made until the plans and specifications, plot lay-out, exterior elevations and landscaping which shall show the nature, kind, shape, height, materials and location of the improvement to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography, and lot lines by the Architectural Control Committee appointed by the Board of Directors of the Association. Said plans and specifications provide for the installation of at least one (1) carriage post light located at the property line adjacent to the street line and the property owner shall provide illumination by way of such post light from dusk to dawn. In addition, each owner intending to build shall submit a resume as to the experience and financial responsibility of the proposed contractor who is to perform the work. This provision shall not apply to any construction or improvement made by the Developer in connection with the development of the property. In the event that said Committee has not acted upon the submission within thirty (30) days, the submission will be deemed to have been denied.

10. Garbage and trash receptacles shall not be visible from the street at any time, except as may be necessary for the orderly collection of garbage or refuse.

11. All residences located within Briar Ridge Country Club Additions shall have an address street number clearly visible from the street.

12. Recreational vehicles, campers, boats, trailers, trucks or other commercial vehicles shall not be stored or parked within the properties, including the streets and common area unless specific areas for such purposes are designated by the Association.

13. No horses, cattle, or any other livestock shall be kept or maintained on any of the properties which are subject to the Declaration of Covenants, Conditions or Restrictions. No other animal shall be allowed in any common area, except on a leash or lead. The owner shall be responsible for removing all offal immediately.

14. No owner or occupant of a residence shall keep any other animal on the resident's premises that:

a. Cannot be continuously kept and maintained within the residence or the boundaries of the lot on which said residence is maintained, by leash or otherwise, or

b. Occasions any noise, odor or noxious effect beyond the confines of said residence, or

c. Are, or are kept unsanitary, or

d. Are potentially dangerous or unsafe by nature or kept condition, or

e. Are prohibited by Town ordinance, State law or otherwise.

15. No material, equipment or device may be placed or used in any residence or lot on which a residence is located that:

- a. Occasions loud noise, strong odor or noxious effect, or
- b. Is, or is kept, unsanitary, or
- c. Is dangerous or kept in a dangerous condition.

16. Every owner, occupant or guest of an owner or occupant shall comply with all speed limits and other traffic regulation signs posted by the Association, and shall stop at all points of entrance or exit to Briar Ridge Country Club Additions and provide personal identification upon request of security personnel.

17. Every owner or occupant desiring private use of any of the common areas or facilities for themselves or with guests shall obtain a permit for same from the Association prior thereto, upon application for same thirty (30) days prior to the date of intended use. The Association shall grant or deny such applications for permits on or prior to fifteen (15) days before the date of the intended use, provided, however, that the Association's failure to act upon such application by said date shall be deemed a denial of the application. The Association shall issue permits only for uses which are permitted by the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, By-Laws and these Rules and Regulations, and shall, at its discretion, deny any application which otherwise is not in the best interest of the Association or Briar Ridge Country Club Additions.

18. The Association shall have the right to enforce these Rules and Regulations by special assessment against any member found to be in violation hereof, which shall be collected in the manner, and to the same extent, provided for collection and enforcement of special assessments pursuant to the provisions of Article IV of the Declaration of Covenants, Conditions and Restrictions. Furthermore, the Association, or any owner, shall have the additional, nonexclusive right, to enforce any provision of these Rules and Regulations in the manner, and to the same extent as provided for enforcement of the provisions of the Declaration of Covenants, Conditions and Restrictions under the provisions of Article XII.B. thereof.

19. No common area may be used for partisan political purposes, or for the proselytizing of sectarian religious or philosophical causes. Provided, however, that persons engaged in civic and nonpartisan political activities such as registration of voters may be invited upon said common areas by the Association upon application for a permit for such purposes by a member of the Association, subject to paragraph 17 above.

20. No person may enter upon any common area for purposes of solicitation, commercial, political or religious activity, except upon the express authorization or invitation of the Association, upon application for a permit for such purposes by a member of the Association, subject to paragraph 17 above, provided however, that this rule shall not prohibit the use of said areas by the declarant/developer for purposes of advertising, solicitation and sale of any of the properties within Briar Ridge Country Club Additions, so long as the declarant/developer owns any properties therein.

21. No fences other than rail fencing less than three (3) feet in height shall be permitted on any residential lot except such fences as may be required by statute or ordinances around swimming pools. Required fencing for swimming pools shall be erected so as to encompass the pool area only and shall not intrude on any easements located either adjacent to or on the home owner's property. Stockade-type, solid wood, brick or stone fences shall not be permitted. Privacy screening of hot tubs and whirlpools may be permitted if confined to an area immediately adjacent to such facility and limited so as to

accomplish the purpose intended. The Architectural Control Committee may vary the terms of this rule only if the granting of such variance will be compatible to the use being made of adjoining property and is aesthetically pleasing.

22. On any street or roadway within the Briar Ridge Country Club Additions, electric golf carts owned by residents shall be operated by persons possessing a valid Indiana driver's license or permit. No electric golf carts shall be operated from dusk to dawn without adequate headlights and taillights on any street or roadway within the Briar Ridge Country Club Additions. Further, that such electric golf carts shall be afforded the right-of-way over other motorized vehicles using said streets or roadways.

23. All golf carts owned by residents of Briar Ridge Country Club Additions must be registered at the Country Club and must display three-digit identification decals on the cart. Said decals shall be prominently displayed on each side of the golf cart.

24. Every residential unit must have at least one (1) coachlight prominently displayed in the area normally designated front yard which will be operational from dusk to dawn. The location of the coachlight should be identified on the plat plan submitted with the construction plans for approval by the Architectural Control Committee.

25. Fireplace chimneys can only be constructed with a minimum of eight (8) inches of solid masonry surrounding a fireplace, fire box or flue liner.

26. The following rules shall govern the use of the streets within the Briar Ridge Country Club Additions:

a. All traffic control signs in the development will be of the traditional or standard type. Specifically, stop signs will be red and white and speed limit signs will be black and white.

b. The speed limit within the development shall be twenty-five (25) miles per hour (25 MPH) and the same shall be posted.

c. At the intersection of Carnoustie and St. Andrews Drive, the same shall be a three-way stop with appropriate stop signs placed at the intersection. In addition, the intersection of Wilderness and St. Andrews will be a four-way stop with appropriate signs placed at the intersection. Future stop signs will be erected as needed and as determined by the Board of Directors.

d. Forms of windshield stickers are to be provided and will be allocated to the various classes of owners bringing vehicles into the development. Such stickers will be issued following the registration by the owner of the make, model, color and license number of the vehicle that will display the sticker. Specifically, the members of the Briar Ridge Property Owners Association, members of the Briar Ridge Country Club, employees of the Country Club, and vehicles used by contractors and their subcontractors and employees shall have distinct and different identification decals and the same shall be displayed on vehicles entering the development.

e. The use of vehicles propelled by electric or gasoline motors which are not licensed by the State of Indiana, but which may or may not be registered with local municipal corporations (excluding motorized golf carts) are deemed to be an imminent danger to the operators of such vehicles, to other vehicles using the streets of the development and to pedestrians. Such vehicles are prohibited from using the green belts, vacant lots, or golf course areas within the development.

f. Any violator of either the traffic or safety control regulations will be reported to the Board of Directors, who in turn will communicate such violation to the offender. Subsequent violations may result in the posting of the name of such violators in the clubhouse of the Briar Ridge Country Club and in the Briar Ridge Clippings. In addition, after notice and hearing, the provisions of Rule No. 18 may be enforced.

27. No contractor or subcontractor employed by property owners in Briar Ridge Country Club Additions shall work on Sundays except as to work that can be performed entirely within the interior of the premises in question. Such interior work shall be performed between the hours of 7:00 A.M. and 7:00 P.M. This rule shall not apply in the event of emergencies necessitating such work.

28. All plot plans submitted by property owners, contractors, architects or others to the Architectural Control Committee must conform to the Rules and Regulations of the Briar Ridge Property Owners Association, and further that such plot plans must be certified by a surveyor, architect or professional engineer licensed by the state in which such surveyor, architect or professional engineer practices.

29. All contractors building within the Briar Ridge Country Club Additions are required to provide a dumpster on site and such contractors are required to pick up, contain and dispose of all trash, waste materials, and debris resulting from construction. Further, the Architectural Control Committee is hereby authorized to revoke the gate passes of the contractors, subcontractors and employees involved in the event this rule is violated after the contractor receives verbal or written warning and continues to fail or refuses to abide by this rule.

30. Above ground swimming pools are prohibited in the Briar Ridge Country Club Additions and detached buildings other than garages are likewise prohibited.

31. All mailboxes erected within the Briar Ridge Country Club Additions shall conform to the specifications set forth on Exhibit "A" attached hereto and incorporated by reference. The Architectural Control Committee shall withhold its approval of any plans and specifications for the construction of new dwellings unless and until an approved mailbox is included and set forth on the plans and specifications submitted.

32. Parents of juveniles who desire to have guests admitted by the security personnel upon the request or approval of a juvenile must in writing so advise the Main Guardhouse of this desire. Otherwise, the security personnel will not admit guests to the development unless approval is secured from an adult at the residence involved.

33. Presently, any person, adult or juvenile, operating a motor vehicle bearing a Briar Ridge sticker is admitted without any inquiry by the security personnel. This procedure applies to occupants of vehicles bearing the sticker as well as any following vehicles when the operator of the vehicle bearing the Briar Ridge resident sticker requests such admissions. If parents of juveniles who operate vehicles bearing Briar Ridge stickers desire to have such juveniles admit guests in this fashion, such parents shall so advise the Main Guardhouse in writing. Without such written direction, the security personnel will not admit vehicles other than those bearing a Briar Ridge resident sticker.

34. (1) The maximum speed limit on all streets and roadways within the confines of the Briar Ridge Country Club Additions shall be twenty-five (25) miles per hour. All operators of motor vehicles on the streets and roadways of the Briar Ridge Country Club Additions shall observe said speed limit and shall not exceed the same. Operators of motor vehicles cited for violation of this regulation shall be subject to the assessments herein prescribed.

(2) The following street intersections within the confines of the Briar Ridge Country Club Additions shall be deemed stop streets:

- a. Clubhouse at St. Andrews Drive.
- b. Wilderness Drive (west) and St. Andrews Drive (4 way).
- c. Wilderness Drive (east) and St. Andrews Drive (3 way).
- d. Prestwick Drive (west) and St. Andrews Drive (4 way).
- e. Prestwick Drive (east) at St. Andrews Drive.
- f. Inverness Drive (north) at St. Andrews Drive.
- g. Inverness Drive (south) and St. Andrews Drive (2 way).
- h. Gleneagles Drive at St. Andrews Drive.
- i. Carnoustie Lane and St. Andrews Drive (3 way).
- j. Carnoustie Lane at Inverness Lane.
- k. Inverness Court at Inverness Lane.
- l. Inverness Lane at Prestwick Drive.
- m. Turnberry Drive (west) at St. Andrews Drive.
- n. Turnberry Drive (east) and St. Andrews Drive (3 way).
- o. Troon Court at St. Andrews Drive.
- p. Muirfield Court at St. Andrews Drive.
- q. Muirfield Drive and St. Andrews Drive (2 way).
- r. Perthshire Lane at Killarney Drive.
- s. Tryall Drive and Killarney Drive (3 way).
- t. Tralee Court at Killarney Drive.
- u. Waterville Court at Tryall Drive.
- v. LaHinch Court at Tryall Drive.
- w. Tryall Drive at Royal Dublin Lane.
- x. Portmarnock Court at Killarney Drive.
- y. LaForestiere Court and Killarney Drive (3 way).
- z. Ballybunion Court and Killarney Drive (2 way).

All operators of motor vehicles shall observe such stop signs and shall bring the motor vehicles operated to a full and complete stop prior to proceeding into and through such intersections. Operators of motor vehicles cited for violation of this regulation shall be subject to the assessments herein prescribed.

All operators of motorized golf carts shall observe such stop signs and shall bring motorized golf carts to a full and complete stop prior to proceeding into and through such intersections. Operators of motorized golf carts cited for violation of this regulation shall be subject to assessments herein prescribed.

(3) The entry circle to Briar Ridge Country Club Additions is posted with YIELD signs. All operators of motor vehicles shall obey said signs and shall yield the right of way to other vehicles when appropriate. All operators of motor vehicles cited for violation of this regulation shall be subject to the assessments herein prescribed.

(4) Traffic signs similar to those prescribed by the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways shall be erected in keeping with the regulations prescribed herein.

(5) The personnel of the security firm is hereby authorized, empowered and directed to issue citations on the form to be prescribed by the Board to operators of motor vehicles or motorized golf carts who fail or refuse to adhere to the traffic regulations prescribed herein. Said personnel are directed to tender to each operator cited a copy of said citation. Said operator shall be requested to sign a copy of said citation acknowledging receipt of a copy of said citation, which acknowledgment shall in no way constitute an admission of wrongdoing by the operator so cited.

(6) The Safety and Traffic Committee is hereby authorized, empowered and directed to administer and to enforce the terms of these regulations.

(7) The procedure and the assessments for violation of the regulations set forth herein shall be as follows:

a. Upon the issuance of the first citation to an operator, the Safety and Traffic Committee shall issue a letter advising the operator so cited that:

(i) The citation has been issued and the basis for the citation; and

(ii) The date, time and place of the occurrence involved; and

(iii) The right of the operator to request a hearing which request must be in writing and made within five (5) business days after the receipt of the letter; and

(iv) The penalties that will, or might be imposed if the same operator is cited and found to be in violation of these regulations a second or subsequent time during a one (1) year period commencing on the date of the citation involved.

b. The Safety and Traffic Committee is authorized and empowered to levy monetary assessments against operators who are found in violation of these regulations a second or subsequent time during a one (1) year period which is to commence on the date such operator received the first citation in the following amounts for the violations indicated:

(i) Speeding:

(a)	Second Violation	-	\$ 25.00
(b)	Third Violation	-	\$100.00
(c)	Fourth Violation	-	\$150.00
(d)	Fifth and Subsequent Violations	-	\$200.00

(ii) Failure to Stop:

(a)	Second Violation	-	\$ 15.00
(b)	Third Violation	-	\$ 35.00
(c)	Fourth Violation	-	\$ 75.00
(d)	Fifth and Subsequent Violations	-	\$100.00 Each

(iii) Failure to Yield:

(a)	Second Violation	-	\$ 15.00
(b)	Third Violation	-	\$ 35.00
(c)	Fourth Violation	-	\$ 75.00
(d)	Fifth and Subsequent Violations	-	\$100.00 Each

(iv) Reckless Driving:

(a)	Second Violation	-	\$ 35.00
(b)	Third Violation	-	\$125.00
(c)	Fourth Violation	-	\$175.00
(d)	Fifth and Subsequent Violations	-	\$250.00 Each

(v) Abusing a Security Officer:

(a)	Second Violation	-	\$ 15.00
(b)	Third Violation	-	\$ 35.00
(c)	Fourth Violation	-	\$ 75.00
(d)	Fifth and Subsequent Violations	-	\$100.00 Each

(vi) Illegal Parking:

(a)	Second Violation	-	\$ 15.00
(b)	Third Violation	-	\$ 35.00
(c)	Fourth Violation	-	\$ 75.00
(d)	Fifth and Subsequent Violations	-	\$100.00 Each

(vii) Operating a Motorized Golf Cart on the Streets of the Briar Ridge Country Club Additions Without a Valid Driver's License:

(a)	Second Violation	-	\$ 15.00
(b)	Third Violation	-	\$ 35.00
(c)	Fourth Violation	-	\$ 75.00
(d)	Fifth and Subsequent Violations	-	\$100.00 Each

c. As to those operators cited for a violation of these regulations a second or subsequent time during a period of one (1) year which period shall commence on the date the initial citation is issued, the Safety and Traffic Committee shall fix the time, date and place of a hearing to be held before said Committee and shall so notify the operator so cited by ordinary U.S. Postal Service mail at least ten (10) days prior to such hearing date.

d. At such hearing, the Safety and Traffic Committee shall hear all interested persons and shall be governed by the same rules of evidence as prevails before the Workers Compensation Board of the State of Indiana. After conducting said hearing the Safety and Traffic Committee shall make factual findings in support of, or contrary to, the citation. If such findings support the citation, the Safety and Traffic Committee shall assess a monetary assessment as prescribed herein. The Safety and Traffic Committee shall furnish to the operator involved a copy of the decision so rendered.

e. Unless reviewed as herein set forth the decision of the Safety and Traffic Committee shall be final and binding.

f. Any person found in violation of these regulations by the Safety and Traffic Committee may within ten (10) days of the date of said decision in writing request a review, not a de novo proceedings, before a special meeting of the Board of the Association. Such request for review shall be served upon the Secretary of the Association. Upon receipt of such request for review, the Secretary shall call a special meeting of the Board of the Association, notify the person requesting such review at least ten (10) days in advance of the date, time and place of such special Board meeting. The Board shall review the proceedings before the Safety and Traffic Committee as embodied in a transcript prepared by the Chairman of the Safety and Traffic Committee and a transcript prepared by the person seeking review. The Board of the Association shall not hear additional evidence, except for good cause shown. The Board may reverse, affirm or amend the decision of the Safety and Traffic Committee. The Board shall issue findings and a decision in writing and provide the person seeking review a copy of the same. The decision of the Board shall be final and binding upon all parties concerned.

g. The assessments, if any, imposed upon property owners of lots or units in the Briar Ridge Country Club Additions shall be deemed to have the force and effect as those levied under the terms and provisions of Article IV of the Declaration of Covenants, Conditions and Restrictions for Briar Ridge Country Club Additions recorded August 20, 1981 as Document No. 641109 and recorded August 3, 1987 as Document No. 931406 in the Office of the Recorder of Lake County, Indiana (Dyer & Schererville Covenants & Restrictions) and shall be collected as therein set forth.

h. The assessments, if any, imposed upon persons who are not owners of lots or units in Briar Ridge Country Club Additions shall be deemed to be tolls for the use of the streets and roadways in Briar Ridge Country Club Additions. Failure to pay such assessments within thirty (30) days after the same shall become final shall cause the operator involved to be delinquent and as such such operator shall be deemed to have forfeited his right to use the streets and roadways within the Briar Ridge Country Club Additions.

35. Homeowners must submit to the guardhouse a list of prospective guests prior to giving parties. In the event such parties are for the entertainment of juveniles, the list of prospective guests must be delivered to the guardhouse by an adult. In the event a list of prospective guests is delivered to the guardhouse by a juvenile, the guard will call the parent to confirm the receipt of the list and to verify the date, time and place of the party.

36. Real estate signs shall not be posted at the entryways to the development, nor shall real estate signs be placed along the private roadways nor in the common areas. All real estate signs must be posted within the boundaries of the specific property for sale or lease.

37. In order to provide a uniform procedure to allow residents of Briar Ridge to admit any person into the Briar Ridge development and to facilitate the flow of traffic into the development, the Board of Directors of the Briar Ridge Property Owners Association does hereby adopt and promulgate the following policies and rules:

1. **Building Contractors, Service, and Delivery Passes.** Building contractors, service persons and persons making deliveries are required to secure passes for each vehicle such persons desire to have admitted to Briar Ridge. Passes shall be required for each vehicle used by such persons.

2. **Landscape Contractors.** Landscape contractors who are in Briar Ridge for lawn care or snow removal must obtain these passes.

3. **Pest Control Contractors.** Pest control people who are in Briar Ridge on a regular schedule must obtain these passes.

4. **Residence Maintenance Workers.** Residents who have any persons doing maintenance work at their home, and wish to avoid phoning the gate to allow entrance for those people, may obtain a temporary pass for up to 15 days from the office at no charge.

Passes issued as provided above will be valid for the period of time set forth on the respective pass. Entry into Briar Ridge by such passes shall be limited to the hours of 6:00 A.M. to 6:00 P.M. and Monday through Saturday. Such passes shall not be valid for entry on Sunday or at other hours unless the holder of the pass makes special arrangements with the security force which arrangement is confirmed by the resident involved.

5. **Limousine Service.** Any resident desiring limousine service may call the gate and request that the limousine be admitted and the approximate time and date of arrival. Upon returning, the resident should identify himself to be readmitted. Those limousine services who regularly and frequently enter Briar Ridge to pick up persons will be required to secure passes for each vehicle entering Briar Ridge.

6. **Contractors Deposit.** All contractors before beginning any construction (to include pools, porches and/or improvements of any sort) and at the time plans and/or specifications are submitted to the Architectural Control Committee will deposit the sum of Two Hundred Fifty Dollars (\$250.00) to insure that the construction site is left free of debris, waste and surplus construction materials upon completion of the project and also to insure that during construction all waste and debris are properly deposited in waste containers, that is, dumpsters or trucks. Following the inspection and approval of the Architectural Control Committee, or its representative, if the site is found satisfactory, the entire deposit shall be refunded without interest.

7. **Fees for Passes.**

(a) Contractor Passes

(i)	For Current Year	\$10.00
(ii)	For Thirty (30) Days	\$ 7.50

(b) Each resident shall be entitled to receive upon written request five (5) visitor passes valid for the current year. Residents who request more than five (5) such passes shall pay \$3.00 for each such additional pass.

38. The Architectural Control Committee is hereby directed and authorized to refuse to approve any plans or specifications submitted for construction on any and all lots within Briar Ridge Country Club Additions, Schererville and Dyer, Indiana unless and until all assessments, charges and fees due and owing from past or present owners of lot, or lots, in question are fully paid and discharged.

39. Each general contractor doing business in the Briar Ridge Country Club Additions is responsible for the policing and clean up of the premises involved in a construction project. Prior to commencing construction and during all phases of construction, such contractor shall:

a. Assume responsibility for the requirements to be performed herein of all persons on the job site including the contractor, sub-contractors, delivery persons; and

b. provide a method of holding, depositing and storing waste and debris by providing a dumpster, truck bed or other container; and

c. provide a method or means to prevent waste, debris, dirt and materials from blowing or being carried from the job site to nearby or adjacent streets or property; and

d. arrange for periodic removal of waste and debris; and

e. arrange for periodic policing of the job site and all adjoining premises to assure that waste and debris is contained as herein provided; and

f. provide a final, complete clean up on the job site after completion of the work and verify that no debris, waste or trash remains on the job site and that nothing has been dumped or deposited on property within Briar Ridge Country Club Additions.

Performance by the contractor shall be subject to review and acceptance by the Architectural Control Committee, or its designated representative.

Failure to abide by the procedures prescribed herein shall be governed as follows:

a. **FIRST VIOLATION:** The contractor shall be notified in writing of the first violation and advised to remedy the violation and to cease and desist such violation in the future.

b. **SECOND VIOLATION:** The contractor shall be notified in writing of the second violation and advised to remedy the violation. For such second violation, the contractor shall be subject to an assessment of One Hundred Dollars (\$100.00) payable within five (5) business days after receipt of the written notice of the second violation. If the contractor requests a hearing in writing during said five (5) day period, the Architectural Control Committee shall hold a hearing to determine whether a violation occurred. Notice of the time, date, and place of the hearing shall be given to the contractor at least two (2) business days prior to the same. If the Architectural Control Committee after the hearing determines a second violation did in fact occur and the contractor is responsible, the assessment of One Hundred Dollars (\$100.00) shall be due and payable within five (5) business days after the decision of the Architectural Control Committee is rendered.

c. **THIRD VIOLATION:** The contractor shall be notified of a third violation in writing. Such notice shall also state the date, time and place of a hearing to be held by the Architectural Control Committee to determine whether the contractor has or has not committed a third violation. The Architectural Control Committee shall conduct a hearing. Upon a finding and decision that the contractor has committed a third violation, the Architectural Control Committee will order all gate passes issued for the job site including the contractor involved, sub-contractors and delivery persons and the employees forfeited. Entrance to the Briar Ridge Country Club Addition to the construction parties involved will henceforth be denied.

40. The Association has provided a designated area for residents of Briar Ridge Country Club Additions to exercise the privilege of parking recreational vehicles, trailers, boats or other similar items. The use of such area is for the convenience of the residents to afford them an opportunity to conform to the requirements of the covenants governing the Briar Ridge Country Club Additions as to the parking of such items. The privilege afforded may be terminated, restricted or denied by the Board of Directors at any time. The owner of any item parked in said designated area must remove the same within ten (10) business days after being notified in writing to do so. No resident shall park or deposit an item in said designated area until and unless the owner registers with the Resident Property Manager or his designee, by submitting his name, address and telephone number and the identification or registration number of the item to be parked.

Failure to register or to remove as provided herein shall authorize the Association to remove and dispose of such item without liability.

All residents utilizing the privileges afforded by the Association agree and recognize that the designated parking area is intended as a facility for the parking of those items that are used by the owner and the designated parking area is not intended as a dump for discarded or unwanted items. The owner is, and remains, solely responsible for maintaining and cleaning the item parked and the immediate area surrounding it. No item shall be parked for more than thirty (30) days. Because of limited space, parking will be subject to availability.

The Association is not responsible for any damage or loss resulting from any cause as to any item parked.

41. Satellite dishes having an outside diameter in excess of two (2) feet shall not be installed outside of the interiors of any house or building located within the Briar Ridge Country Club Additions. Satellite dishes having an outside diameter of two (2) feet or less may be installed outside of the interiors of any house.