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LAKE COUNTY
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COVENANTS OF WHITE OAK TOWNHOMES

FILED

JAN 13 2026

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

Robert Hennessey - Developer

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LAURA HENNESSEY
My Commission Expires
October 14, 2028
Commission Number NP0639066
Lake County



WHITE OAK TOWNHOMES COVENANTS

COVENANTS OF WHITE OAK TOWNHOMES

White Oak Townhomes, a subdivision located in Lake County, Indiana, the plat of which is recorded in the Office of the Recorder of Lake County, Indiana in Plat Book 118, page 39, does hereby establish and publish these covenants which shall hereby establish conditions, covenants, and restrictions to govern the use and occupancy of the lots in White Oak Townhomes Subdivision and such conditions, covenants, and restrictions shall operate perpetually and run with the land and title to all of the lots in said subdivision. It is expressly understood that these conditions, covenants, and restrictions shall attach to and run with the land and it shall be lawful, not only for the Developer, its successors and assigns, but also for the Owner or Owners of any lot in said subdivision to institute and prosecute any proceedings at law or in equity against any person or persons violating such covenants.

The undersigned is the titleholder of record (“Titleholder”) of the following-described real estate:

Lots 1-6, Block 4; individually referred to as a “Townhome Lot” and collectively referred to as the “Townhome Properties”.

The titleholder of a Townhome Lot is referred to as a “Townhome Owner(s)”.

II. GENERAL CHARACTER OF THE DEVELOPMENT

1. Every Owner of a lot in the subdivision shall be a member of the Property Owners Association and shall be subject to all the requirements, limitations, etcetera composed by the Association.
2. All common areas are for the benefit and enjoyment of all Association members.
3. No unlawful or immoral uses or activities shall be permitted on the Real Estate in this subdivision.
4. No obnoxious, offensive trade, activity, or business shall be carried on upon the Real Estate in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in approved sanitary containers.
5. Strips of ground shall be reserved as easements for the use of public utilities, for the

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installation and maintenance of ducts, wires, pipelines, and lines for drainage. No permanent or other structures are to be erected or maintained upon said strips of land. The Owner(s) shall take their titles subject to such easements, and such easements are for the benefit of all lot Owner(s) in said subdivision.

6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept on any lot, provided that; they are not kept, bred, or maintained for any commercial or hobby purpose. In no case shall any dog, cat, or other household pet leave the Owner's property unless controlled by a leash. No more than two (2) pets per Townhouse unit. All pet owners must pick up solid waste from their pets.

7. The use of firearms within the development is prohibited.

8. To maintain the overall appearance of the White Oak Townhomes, the following items are not allowed to be stored or kept on the exterior of the home and specifically include but not limited to the following.

- a. Household items and appliances
- b. Items removed from the home during remodeling or upgrade.
- c. Any type of storage container in excess two (2) cubic yards by volume, temporary or permanent.
- d. Utility trailers, snowmobile, trailer and snowmobiles
- e. Dog kennels or dog runs.
- f. No cooking or barbecuing is allowed in any location, except as may be designated by the board of directors. Gas Barbecue grills are allowed on back deck.
- g. No unsightly objects shall be placed, stored, or hung from Townhouse units, including, but not limited to, awnings, rugs, wiring, laundry, wiring, antenna and personal effects.

9. WINDOW CLEANING: Cleaning of the interior and exterior sides of windows in a Townhome unit is the Townhome unit Owner's responsibility, which shall be performed at least once in the spring, and once in the fall, or at such more frequent intervals as may be reasonably necessary.

10. EXTERIOR MAINTENANCE: All external maintenance of the buildings (except for windows as provided in Paragraph 9), and all other Common and Limited Common Areas and Facilities, including, but not limited to, pavement, parking facilities, sidewalks, and the maintenance of lawns and landscaping including snow removal is the responsibility of the Association.

11. GARBAGE HANDLING: It is the responsibility of the Townhome Owner's to take their weekly garbage to the curb for weekly pickup.

12. STORAGE: All personal property and effects of Townhome Unit Owners shall be stored within the confines of the Townhome Unit, or within the storage areas that may be

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provided elsewhere and specifically designated for the use of the Townhome Unit by the Declaration of Townhome. Common and Limited Common Areas and Facilities shall not be used for storage except as authorized by the Association. In no event shall any combustible or flammable material or liquid be stored in any location on the property.

13. WINDOW COVERINGS: Draperies are the responsibility of the Townhome Unit Owner.

14. PEST CONTROL: Pest control within a Townhome Unit is the Townhome Unit Owner's responsibility.

15. INSURANCE: Each Townhome Unit Owner is required to carry insurance in accordance with the provisions of this declaration.

16. EQUIPMENT MAINTENANCE: Maintenance of equipment such as kitchen appliances, and heating and air conditioning units within the Townhome Unit is the Townhome Unit Owner's responsibility subject to any equipment guarantee.

17. MINIMUM HEAT: The minimum heat in every Townhome Unit shall not be less than sixty degrees (60°) F. for the period from November 1 to April 30 each year.

18. OCCUPANCY: No more than one family may occupy one Townhome Unit with no more than two (2) people per bedroom.

19. NOISE: Loud music or television or any other sound which may be objectionable to any other occupant is always prohibited.

20. LEASING OF TOWNHOUSE UNITS:

- a. No Townhome Unit shall be rented for transient or hotel purposes or sublet. Only Hennessey Development Inc Can Lease to Own a tenant for a 2 year lease.
- b. No two (4) bedroom Townhome Units shall be leased to or occupied by more than four (8) people.
- c. All tenants and shall be approved by the Association prior to signing any lease. All prospective tenants and subtenants shall complete a rental application in detail.
- d. All tenants and Occupants are subject to the provision of these Declaration of Townhome, the By-Laws, and the Rules and Regulations and the Townhome Unit Owner(s) shall be responsible for all infractions. It shall be the responsibility of the Townhome Unit Owner to provide copies of all the Townhome Documents to tenants and subtenants and all other Occupants. All leases shall be in the form and contain the terms and provisions set forth in Exhibit "G" of the Declaration. All other leases shall be void, and the Association shall have the right to evict all Occupants having possession under any other form of lease and may also pursue any other legal or equitable remedy provided by the Declaration of Townhome.

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- e. The Townhome Unit Owner(s) shall provide the Association with a copy of the lease, full name(s) of lessee and Occupants and the permanent address and emergency telephone number of Townhome Unit Owner.

21. RESPONSIBILITY FOR ASSESSMENTS AND COMPLIANCE WITH TOWNHOME DOCUMENTS:

The Townhome Unit Owner is always responsible for Association Assessments, insurance deductibles or any other charge the Board of Directors may direct to the Townhome Unit, and the compliance by all Occupants (including tenants and subtenants) with the provisions of the Townhome documents, regardless of whether the Townhome Unit is occupied by the Townhome Unit Owner or by a tenant or subtenant, and regardless of any agreement which Townhome Unit Owner may have with any such Occupant, tenant or subtenant.

22. OWNERS OBLIGATION TO PROVIDE INFORMATION TO THE ASSOCIATION

All Owners of the Townhome Units shall advise the Association in writing of the names, residence addresses (if different from that of the Townhome Unit owned) and telephone numbers of all Townhome Unit Owners, and all tenants, subtenants and other Occupants of Townhome Units; and the name, business address and telephone numbers of all mortgages of record on the Townhome Unit owned, and all such information provided in accordance herewith shall be updated in writing by each Townhome Unit Owner within fifteen (15) days after the date of any change in information.

23. PARTY WALLS.

Each wall which is built as a part of the original construction of a dwelling within the Townhome Properties and placed on the dividing line between two adjoining lots shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be shared by the titleholders of the Townhome Properties who make use of a party wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any titleholder of a lot who has used the wall may restore it. If any other titleholder subsequently makes use of the wall, they shall contribute to the cost of restoration in proportion to such use.

Notwithstanding any other provision of this paragraph, a titleholder who by their negligence or willful acts or omissions causes the party wall to be destroyed, damaged or otherwise exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements and the cost of restoration.

The right of any titleholder to contribute from any other titleholder under this paragraph shall be appurtenant to the land and shall pass to such titleholder's successors in interest.

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Should a dispute arise concerning a party wall under these Townhome Covenants, both parties agree to settle the dispute by using binding arbitration in Lake County, IN, both parties agree to be bound and abide by the arbitrator's decision. The unsuccessful party must pay all arbitration and attorney's fees.

The HOA reserves the right to pursue all remedies afforded to them under the rules and laws of the State of Indiana against any violator for damages that may result from that violator's actions or inactions including, but not limited to, legal action against the violator.

1. Policy Guidelines.

All association members, members guests, and invitees are governed by and must comply with the governing documents of the community.

- 1) The association may act at law or in equity or both to redress the failure or refusal to comply with any member, guest or invitee with the Governing Documents.
- 2) The association can levy reasonable fines when a violation has been identified, and the offender has been properly notified and given the opportunity to comply.
 - a. A fine may be levied by the board for each day of a continuing violation with a single notice and opportunity for hearing.
 - b. If a fine has reached the aggregate level of \$500 the association can place a Lien on the property and foreclose that Lien.
 - c. Fines or suspensions brought by the association will include a notice of the opportunity for hearing before the White Oak Townhome HOA board consisting of at least four (4) current board members. An appeal hearing must be requested in writing with seven (7) calendar days of receiving the notice of a fine or suspension. The role of the HOA board is to hear the evidence presented and either confirm or reject fine or suspension imposed by the board. If the board, by a majority vote does not approve a proposed fine or suspension the proposed fine or suspension may not be imposed. If upheld by the HOA board the fine payment is due within five (5) days after the hearing.
 - d. The Board may levy an Assessment against an Owner to cover costs which the Association incurs to bring a Lot into compliance with the Governing Documents, including legal costs, and costs incurred because of the conduct of the homeowner.

2. Policy Notification of Violation Procedure.

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The violation notification procedure shall include:

COURTESY NOTIFICATION

A “Courtesy Notification” from the White Oak Townhomes Board will be sent as a first notice of violation to the homeowner by mail, email or hand delivery stating the specific violation which has occurred and describing the fine and / or suspension of rights that may occur if the violation continues beyond seven (7) days from the date of the Courtesy Notification. If the Owner is in communication with the HOA Board and actively working toward compliance, one or more extensions of the seven (7) day Courtesy Notification compliance period may be requested and granted by the HOA Board.

REPEAT OFFENSES.

If a violation notice is issued for the same type of violation two separate times, then the second Notice of Violation shall include an automatic \$100 fine to the homeowner with an opportunity for a hearing by the Board if the hearing is requested in writing within fourteen (14) days from the Fine Notification date.

FINE NOTIFICATION.

If the violation has continued past the seven (7) day Courtesy Notification compliance due date or after one or more granted extensions, with no further communication of positive steps taken by the homeowner, a Fine Notification letter will be sent to the homeowner by mail, email or hand delivery from the HOA Board notifying the specific fine and / or suspension of rights that will be imposed. The Fine Notification will also inform the homeowner that they have the right to a hearing before the HOA Board regarding the violation fine and or suspension if they so request in writing within seven (7) days. If a hearing is requested, the Board will determine whether to confirm or reject the fine or suspension levied. If the proposed fine or suspension is approved by a majority vote of the Board, a fine payment is due five (5) days after the date of the meeting at which the fine was approved. If the HOA Board, by majority vote does not approve the proposed fine or suspension, the proposed fine or suspension will not be imposed.

III. TOWNHOME DWELLING REQUIREMENTS AND RESTRICTIONS

1. All fences shall be approved by the HOA.
2. No Outside clotheslines shall be erected or maintained on any lot.
3. Any mailbox must be approved by the HOA and the Post Office as to the size, location, height and composition before it may be installed.
4. It shall be the duty of every Owner of every lot on which any part of a storm drainage Swale is situated to keep such portion thereof, as may be situated upon his lot, continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of the subsection.

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5. No Owner of a lot shall burn or permit burning garbage or other refuse out of doors. No garbage, refuse, et cetera shall be permitted to be piled on any lot. All garbage and other refuse are to be stored in closed trash containers within the structure except at times when refuse is being collected.
6. No signs shall be displayed or placed on any lot or structure in the Development without prior written approval from the Homeowners Association, except for "For Sale" signs. Holiday Decorations may only be displayed starting thirty (30) days before the Holiday and must be removed within thirty (30) days after the holiday.
7. No pools will be allowed.
8. The installation and use of residential natural gas fueled `Backup Generators is Permitted. Solar powers or Wind powered generators is NOT allowed.
9. Quiet hours are as follows:
 - a. Sunday – Thursday: Beginning at 10 PM and concluding at 7 AM the following day.
 - b. Friday – Saturday: Beginning at 11 PM and concluding at 7 AM the following day.
10. HOA Contractors
All members are to contact the POA Board with any concerns about the contractors hired by the HOA Board. Members should not speak directly to or address their concerns directly to any of the contractors or their employees.
11. Domestic pets have the potential to create significant nuisance problems within the Townhome Properties. Each Townhome Owner shall be responsible for controlling all domestic pets and preventing them from becoming an annoyance, nuisance, or unreasonably disturbing the quiet of any other Townhome Owner. Specific rules, regulations, and requirements further implementing this provision (including the banning of individual animals, types of animals, or specific breeds) may be adopted by not less than seven (7) of Townhome Owners and with written notice they shall be binding upon and enforceable by the Townhome Corporation and any Townhome Owner against all Townhome Properties.

IV. WHITE OAK TOWNHOMES OWNERS ASSOCIATION INC.

A. IN GENERAL

1. There has been, under the laws of the State of Indiana, a corporation to be known as the "White Oak Townhomes Homeowners' Association, Inc." which is referred to as the "Association." Every Owner of a lot in the Development shall be a member of the Association.
2. The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title, thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall

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accept such deed and execute such contract subject to each restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Association with respect to these representatives, successors and assigns, such Owners covenant and agree and consent to and with the Association and to with the Owners and subsequent owners of each of the lots affected by these restrictions to keep, observe, comply with and perform such restrictions and agreements.

3. The Owner or Owners of a lot, in good standing, shall be entitled to cast one (1) vote at all meetings for each lot owned.

4. The Association may be forced to engage in, such other activities as may be beneficial to the lot Owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association" as defined in the Internal Revenue Code.

5. The Association shall hold a meeting at least once a year to organize itself and to elect its officers.

B. PURPOSE OF THE ASSOCIATION

The purpose of the Association shall be to manage and support financially all common areas, and all other purposes as the membership from time to time deem necessary. An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of amenities within the Development as may be conveyed to the Association. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members of the Association, and for the improvements and maintenance of the areas. The Association shall adopt Bylaws for its government and levy and collect dues.

C. POWER OF THE ASSOCIATION TO LEVY AND COLLECT CHARGES AND IMPOSE LIENS

1. The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots in exchange for the benefits conferred upon the Owners of the lots.

2. The Association shall impose and collect annual assessments for the maintenance and improvements areas.

3. The Association Directors, acting in accordance with the Bylaws of the

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Association shall determine, after consideration of the financial requirements of the Association, the annual charge that will be made.

4. Any such assessment, fine or annual dues shall be billed by the Association to the owner of each Lot owner on the first business day of the new calendar year and shall be due fourteen (14) days later. The owner of each Lot is defined by the Name/Address information as it appears on the Lake County Indiana Tax Record on the first Business Day of the New Year for each Lot in the White Oak Townhome Subdivision. The Association Directors may ensure that the charge shall be paid in one yearly installment. The Association Directors shall send written notice of the assessments or annual dues so fixed to each Owner/Member.
5. Said assessments and dues shall be a lien in favor of the Association upon the lot against which such dues and assessments are charged until paid. Such Lien shall be enforced in the same manner as is provided in the Mechanic' Lien Statutes of the State of Indiana. Provided further, that any person purchasing or dealing with said lot may rely upon a certificate signed by the President or Secretary of the Association showing the amount of said dues and assessments which are due and unpaid as of the date of such certificate, and the Association shall not be entitled to enforce any Lien for such charge accruing prior to the date shown in said certificate. The within above-described Lien is subordinate to any first mortgage Lien. Any past due annual dues, assessments, or other charges assessable hereunder shall bear interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after same become due and with the attorney fees, shall be due and payable without relief from valuation and appraisal laws.
6. If the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosures or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by any person who may acquire any interest in such lot, whether as an Owner or Otherwise, is hereby notified, and by acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to these rules and restrictions.
7. The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the

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case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates to be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Except as provided herein, the failure for any period of time to complete compliance with any restrictions, conditions, or covenants shall in no event be deemed as waiver of the right to do so thereafter and shall in no way be construed as permission to deviate from said restrictions, conditions, and covenants.

9. Invalidation of any of these covenants by judgment or decree of court shall in no way affect any of the other provisions hereof which remain in full force and effect.

10. The Board may need to increase assessments dependent upon special circumstances. Any "special assessment" above and beyond the annual dues / assessments shall be approved and / or passed in accordance with Indiana laws applicable to such increases.

D. SUSPENSION OF PRIVILEGES OF MEMBERSHIP

Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any Owner

1. For any period, for which any of the Association's charges owed by the Owner remain unpaid.

2. During the period of any continuing violation of the Restrictive Covenants for the Development, after the existence of the violation of the Article of Incorporation, Bylaws or regulations of the Association.

E. REMEDIES

1. In general, the Association or any party to whose benefit these restrictions inure may proceed by law or inequity to prevent the occurrence or continuation of any violation of these Restrictions and to seek any damages incurred if applicable, but the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

2. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or and

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estoppels of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

3. In the event the Home Owners Association employs legal counsel or incurs any other expenses related to the enforcement of any obligation contained in these Covenants against a homeowner/property owner, Home Owners Association shall be entitled to recover from homeowner/property owner the amount of all reasonable attorney fees and other expenses or costs that are in any way related to the enforcement of any obligation contained in these Covenants against that homeowner/property owner.

F. ASSOCIATION'S RIGHT TO PERFORM CERTAIN AND ANY IMPROVEMENTS

In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of the Restrictions, the Association shall have the right, after prior notice to property owner/homeowner, by and through its agents or employees or contractors, to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof to the Association shall be added to and become a part of the annual charge to which said lot is subject and may be collected in any manner which said annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage, which may result from any maintenance work performed hereunder.

G. AMENDMENTS OR CHANGES OF RESTRICTIONS

1. Notice of the subject matter of the proposed amendment in reasonable detail shall be included in a notice of a meeting to be held and shall be given to all owners of lots within the subdivision.
2. A resolution to adopt a proposed amendment following such meeting must be adopted by the majority of lot Owner's present (or by proxy vote) within the subdivision. Lot Owners not present at a meeting considering such amendment may vote by proxy.
3. Owners may execute power of attorney designating an attorney-in-fact to execute documents indicating the adoption of amendments. Such amendments shall be reduced to writing and the respective lot owners in such form as to be recordable in the Office of the Recorder of Lake County, Indiana.

H. TITLES

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as

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An aid to the construction of any provision of the Restrictions. Wherever and Whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

I. DURATION

The foregoing covenants, restrictions, and conditions shall run with the land and shall be binding upon all the parties claiming or owning any interest in the Real Estate or any lot or parcel therein, until January 1, 2040, at which time said covenants, restrictions, and conditions shall automatically be extended for successive periods of ten (10) years, unless there is a vote of the majority of the Owners of the pending sites covered by these covenants, restrictions, and condition, it shall be lawful for the undersigned, "The Association", or any person or persons owning any lot in said subdivision, to file and prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these covenants, restrictions. and conditions or to recover damages caused by such violations, and the Owner shall pay court costs.

[SIGNATURE PAGE](#)

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For Lot # _____

White Oak Townhome Subdivision

By: _____ Date: _____

The Purchaser hereby agrees to abide by all the protective covenants set forth in the document entitled "Covenants of White Oak Townhome Subdivision."
In addition, if Lot is resold, original Purchaser shall be responsible for notifying the second purchaser of the protective covenants prior to closing.

Purchaser

Purchaser

Print

Print

Signature

Signature