

DOUBLETREE LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

ROAD PROTECTION POLICY

The Board of Directors for the Doubletree Lake Estates Homeowners Association, Inc. do hereby publish and make of record the following rules, regulations and policy pursuant to Article VII Sec. 7.1(c) of the Declaration of Covenants and Restrictions dated February 6, 1998 and recorded March 26, 1998 as Document No. 98-004907 and recorded April 8, 1998 as Document No. 98-020882 in the Office of the Recorder of Lake County, Indiana and §6.081 and §6.09 of the Bylaws of the Association.

WHEREAS, Doubletree Lake Estates Homeowners Association, Inc, has the responsibility for maintaining the common roads in the community; and

WHEREAS, to protect these roads, it may be necessary to restrict vehicle weight limits.

NOW, THEREFORE, BE IT RESOLVED, that the following Frost Law shall be in effect:

1. In the interest of minimizing damage to private Doubletree Lake Estate streets and roads, a Frost Law will be placed in effect, when required, limiting the weight of vehicles using the streets and roads. The Frost Law will normally be implemented for some period of time each year between February 15th and April 15th, but may be implemented earlier or later, if unusual weather occurs. 1st American Management Co. shall provide copies of the "Frost Law" in the newsletter. Insofar as possible, three-day advance notice of intent to implement the Frost Law will be posted at the main entrance, and/or otherwise appropriately promulgated to interested parties.
2. At all times when notice of the implementation of the Frost Law shall be posted at the main entrance to the to Double Tree Lake Estates, or otherwise promulgated, upon any street of the Doubletree Lakes Estates street system, any vehicle or combination of vehicles having a total gross weight, with load, in excess of Ten-Thousand (10,000) pounds, except and unless a written permit therefore shall have been first obtained from 1st American Management Co., and except for scavenger trucks (municipal or privately contracted) for trash pickup, school buses engaged in transporting students to and from school, snow plows contracted by the Association, delivery vehicles from a recognized national service (e.g.

FedEx or UPS), utility service trucks responding to a performing service or repair within the community, and moving vans in service of a resident's move.

3. After obtaining a written permit from 1st American Management Co., awarded by the exercise of his sound discretion upon application in writing made to him, any such permittee may operate or cause to be operated upon Doubletree Lake Estates street system any lawful vehicle or vehicle combination, having a total gross weight, with load, in excess of the limitations of weight set forth in Section 1, if such operation is otherwise lawful; provided, however, that each permittee shall operate and move said specially permitted weight load only upon the streets of Doubletree Lake Estates street system on the route and as directed in writing by 1st American Management Co., in granting such written permit and in compliance with reasonable conditions established.
4. Any person, firm or corporation who violates any of the provisions of this policy or who interferes in any way with the legal enforcement of this policy, and who shall be found guilty thereof, shall be subject to a fine in an amount to be determined by the Board from time to time. Each day said violation shall occur shall constitute separate violation.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned officer for and on behalf of the Association.

DOUBLETREE LAKE ESTATES
HOMEOWNERS' ASSOCIATION, INC., an
Indiana non-profit corporation

By: 
Peter Andreou
President


STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said county and state, do hereby certify that Peter Andreou, the President of the Doubletree Lake Estates Homeowners' Association, Inc., an Indiana non-profit corporation and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he/she executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this 20th day of March, 2016.

My Commission Expires:

April 7, 2014


Notary Public
Printed: Teresea D. Beach



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Todd A. Leeth

This Instrument Prepared By:

Todd A. Leeth
Hoeppner Wagner & Evans LLP
103 E. Lincolnway
Valparaiso, Indiana 46383

**HOEPPNER
WAGNER &
EVANS LLP**
ATTORNEYS AT LAW

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