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AUDITOR LAKE COUNTY

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~~DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS~~

~~the Lake County Recorder!~~

~~FOR WESTWOOD ESTATES BLOCK ONE IN~~

~~THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA~~

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WESTWOOD ESTATES BLOCK ONE IN MERRILLVILLE,
LAKE COUNTY, INDIANA

This Declaration is made as of the 5th day of APRIL, 1993, by Westwood Partnership, an Indiana general partnership (referred to as "Developer"), as owner of record of the real estate subject to this Declaration.

W I T N E S S E T H:

WHEREAS, the Developer is the owner of record of the real estate described in Article II of this Declaration and desires to provide for the preservation of the values and amenities in the Development and for the maintenance of the Property and to this end desires to subject the real estate described in Article II to the covenants, conditions, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of each Lot and each Owner thereof; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities of the development to create an Architectural Control Committee to, among other things, review all plans, specifications or other material prepared for the construction, modification, renovation, alteration or reconstruction of improvements to any real estate subject to this Declaration.

NOW, THEREFORE, the Developer declares that the real estate described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.



The following terms, unless the context requires otherwise, shall have the following meaning when used in this Declaration:

A. "Architectural Control Committee" or "Committee" shall mean the three (3) member committee which shall review all plans, specifications or other material prepared for the construction, renovation, modification, alteration or reconstruction of improvements to any real estate subject to this Declaration, and which shall administrate and enforce certain covenants, conditions and restrictions set forth herein.

B. "Declaration" shall mean this instrument and shall include such amendments, if any, to this instrument as may from time to time be adopted as permitted by the term hereof.

C. "Development" shall mean the Lots, the improvements on the Lots, and all other improvements within the Property.

D. "Lot" shall mean a portion of the Development intended for any type of independent ownership and use as may be set out in this Declaration and any amendments thereto, and as shall be shown on the Plats or Plans. Where the context indicates or requires, the term Lot includes any and all structures on the Lot.

E. "Mortgage" shall mean any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

F. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

G. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any lot which is part of the Development, but excluding any party holding the fee simple title merely as security for the performance of any obligation. Owner shall include the Developer.

H. "Plats" and "Plans" shall mean those plats of survey of all or any portion of the Development making reference hereto which have been or hereafter may be recorded in the Office of the Recorder of Lake County, Indiana, as the same may be amended or supplemented by replats or otherwise.

I. "Property" shall mean and refer to the real property described in Article II of this Declaration.

J. "Residential Unit" shall mean a structure situated upon a portion of the Development intended for any type of independent ownership for use and occupancy as a residence by a single family. For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of Lake County or other local governmental entity.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS

The real estate (referred to as "Property") that is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in the Town of Merrillville, Lake County, Indiana, and is described as follows, to-wit:

Block One in Westwood, as recorded with the Office of the Recorder of Lake County, Indiana, in Plat Book 73, Page 32.

ARTICLE III

GENERAL PURPOSE OF THIS DECLARATION

The Property is hereby subjected to the covenants and restrictions herein declared to preserve its value and amenities; to insure proper use and appropriate improvement of the Property; to encourage the construction of appropriate improvements thereon, with appropriate location thereon to prevent haphazard and inharmonious improvements; to insure desired high standards of maintenance benefiting all Owners; to maintain proper setbacks from streets and adequate free space between improvements; and in general, to provide adequately for a high type and quality of improvement that is intended to enhance the value of all the Property.

ARTICLE IV

ARCHITECTURAL CONTROLS

No building, fence, wall or other structure shall be commenced, erected or maintained on the Property, nor shall any exterior addition, change or alteration therein be made, nor shall any restoration or reconstruction of any Residential Unit, building, fence, wall or other structure commence after casualty, damage or otherwise, until the plans and specifications showing the nature, kind, shape, height, materials, color scheme and location on Lot of the improvement(s), and the grading plan and landscape plan of the Lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee.

The Architectural Control Committee shall have the right to refuse to approve any such construction plans or specifications, grading plans or landscape plans which are not suitable or desirable, in the sole discretion of the Committee, for aesthetic or other reasons; and in so passing upon such construction plans

and specifications, grading plans or landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties.

No permission or approval from the Architectural Control Committee shall be required to repaint the exterior of a Residential Unit in accordance with an originally approved color scheme, or to rebuild or reconstruct in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Residential Unit, or to paint the interior of his or her Residential Unit any color desired.

It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. In consideration of the eventual overall aspect of the community, the Architectural Control Committee will be guided by the standards of good architectural design.

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Notwithstanding any provision to the contrary, Developer shall not be required to receive approval or permission from the Architectural Control Committee in connection with the original improvement of the Property and original improvement, installation and construction of Residential Units upon the Property. The original construction of Residential Units on the Property by Developer shall be deemed according to original approved plans and specifications.

ARTICLE V
LAND USE AND BUILDING TYPE, GARAGES

All Lots shall be used for private residence purposes only and no building shall be erected, re-erected or maintained thereon, except one Residential Unit erected for occupancy of one family, and an attached private garage containing no less than two parking spaces and no more than three parking spaces for the sole use of the owners or occupants of the Residential Unit. Said garages shall not be used for rental purposes. Other accessory buildings and structures may be erected in such manner and location as permitted in writing by the Architectural Control Committee.

ARTICLE VI

RESIDENTIAL UNIT QUALITY AND SIZE

It is the intention and purpose of this Declaration to assure that all Residential Units shall be of a quality of design, workmanship, and materials acceptable to the Architectural Control Committee. All Residential Units shall be constructed in accordance with the applicable governmental building codes and zoning codes, and with more restrictive standards than may be required by the Architectural Control Committee or this Declaration.

The ground floor area of the dwelling, exclusive of attached garages, open terraces, porches, and breezeways, unless otherwise approved in writing by the Architectural Control Committee, shall be:

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- A. One-story Residential Unit - not less than 1200 square feet of ground coverage.
 - B. Residential Units of more than one-story - not less than 800 square feet of ground coverage and a total living area of not less than 1500 square feet.

ARTICLE VII

LOCATION ON LOT

No Residential Unit, building or other structure shall be located on a Lot nearer to a street right-of-way line than the minimum setback as shown on the recorded Plat for the Property. No improvement shall be located within twenty (20) feet of a rear lot line except where individual permission may be given in writing by the Architectural Control Committee. Tennis courts and swimming pools shall be screened from any street by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Control Committee. Swimming pools, tennis courts, air conditioners, patios, decks, dog enclosures, game or play structures or other structures of a similar kind or nature shall be located in the rear yard to the rear line of the Residential Unit constructed on the Lot, and may not be within any side yard.

ARTICLE VIII

DRIVEWAYS

Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone, or other approved base material, and shall have a wearing surface of asphaltic concrete or the equivalent thereof. Plans and specifications for driveways, culverts, pavement edging or markers shall be approved in writing by the Architectural Control Committee prior to construction.

ARTICLE IX

NATURAL DRAINAGE WAYS

No obstruction or diversions of existing surface storm-water drainage swales and channels over or through which surface storm water naturally flows upon or across any Lot, shall be made by the Owner in such manner as to cause damage to other Lots, except with the approval in writing of the Architectural Control Committee where it is found necessary to protect one or Lots a condition of accumulation of storm water remaining over an extended period of time.

ARTICLE X

PROHIBITIONS

The following activities and uses are prohibited on all Lots and in all buildings and structures located on the Property:

- A. No home occupation or profession shall be conducted, except as permitted by the Town of Merrillville, Indiana.
- B. No noxious or offensive activity shall be carried on, nor shall anything be done which may be, or may become, an annoyance or nuisance to the neighborhood.
- C. No livestock, poultry, or more than two dogs or cats over four months of age shall be kept or maintained.
- D. No burning of refuse shall be permitted except that the burning of leaves is permitted as or if allowed by applicable laws and regulations.
- E. No driveway or other unenclosed parking area may be used as a parking place for commercial vehicles.

- F. There shall be no outside storage or parking upon any Lot of any commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device of any kind, except within the parking spaces in the Owner's garage (with the door closed) and for temporary visitors. The term "commercial vehicles" shall include all automobiles, station wagons, trucks, and vehicular equipment which shall bear signs or have printed symbols, lettering, signs or similar markings on the side of same. Parking of automobiles shall be permitted in the Owner's garage, on the Owner's driveway or on the paved public streets.

All visitor parking shall be temporary and limited to the spaces designated in the previous sentence. No Owners or tenants shall repair or restore any vehicle of any kind upon any Lot except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and in violation of paragraph B of this Article. the Lake County Recorder!

- G. No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained.
- H. No undomesticated animal or any other animal having unusually vicious propensities shall be kept or maintained.
- I. No clothes shall be hung outside of a dwelling for drying or other purposes.

No trailer, basement of an uncompleted building, tent, shack, garage, barn, or temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a Residential Unit shall be on the same Lot as the Residential Unit, and such buildings or structures shall be removed upon the completion of construction.

ARTICLE XII

UNDERGROUND UTILITIES

No lines or wires for communication, or the transmission of electric current or power or gas shall be constructed, placed or permitted to be placed anywhere on the Property other than within buildings or structures or attached to their walls unless the same shall be contained in conduits or approved cables constructed, placed, and maintained underground.

ARTICLE XIII

MAINTENANCE OF PARKWAYS, SIDEWALKS, SITE MAINTENANCE, LOTS

The Owner of each Lot shall be responsible for the maintenance of parkways (side strips) located between their lot lines and edges of street pavements on which said lots face. The Owner of each Lot shall be responsible for the installation, maintenance and repair, at said Owner's expense, of sidewalks required by town ordinance.

All equipment used in clearing, excavating or construction on any Lot that is not rubber-tired shall be loaded or unloaded only within the boundary lines of the Lot. During clearing, excavating, construction, renovation or reconstruction the Owner of the Lot on which the work is performed shall cause the roads and sidewalks within or bordering on the Lot to be kept clear of dirt and debris caused by such clearing, excavating, construction or reconstruction and shall be responsible for any damage to such roads and sidewalks.

Each Owner shall remove or have removed excess waste and other debris from the Lot on a regular basis. In the event that said excess waste is not removed from the Lot as aforesaid, Developer or the Architectural Control Committee may send written notice to said Owner specifying that said excess waste must be removed from the Lot within seven (7) days from the date of the notice. In the event that said excess waste is not removed in the time period specified in the preceding sentence, Developer or the Architectural Control Committee may enter on the Lot and remove or have removed the excess waste at said Owner's sole cost and expense. Said Owner shall pay Developer or the Architectural Control Committee, as the case may be, the amount of the contractor's invoice for removal of said excess waste plus 15% for administrative costs and expenses. Said Owner shall pay the waste removal expense within ten (10) days of the date of the invoice therefor.

In the event said Owner fails or refuses to make any payment required pursuant to the preceding paragraph, Developer or the Architectural Control Committee, as the case may be, shall be entitled to place a lien against the Lot for the amount of said waste removal expense together with interest at the rate of one percent (1%) per month. Such lien shall be subordinate to the Mortgage lien of any Mortgagee. The Developer and the Architectural Control Committee are hereby granted the right to an easement to enter in and upon all Lots and any exterior improvements thereon for the purpose of such maintenance and/or excess waste removal.

ARTICLE XIV

NAMEPLATES, EXTERIOR LIGHTS, TELEVISION OR RADIO ANTENNAE

There shall be not more than one nameplate on each Lot. A nameplate shall not be more than 48 square inches in area, and contain the name of the occupant and/or the address of the Residential Unit. It may be located on the door of the Residential Unit or the wall adjacent thereto, or upon the wall of an accessory building or structure, or free-standing in the front or side yard provided that the height of the nameplate is not more than 12 inches above the adjoining ground grade.

No exterior light fixtures, other than those fixtures approved in writing by the Architectural Control Committee, shall be installed on the exterior of any Residential Unit or other improvement on any Lot.

No television or radio antennae shall be erected or used unless installed on the rear roof area of a building structure. No television or radio antennae shall be visible from the public right of way. Flag poles not exceeding 25 feet in height are permitted. Flag poles in excess of 25 feet in height shall only be permitted upon the approval in writing of the Architectural Control Committee.

ARTICLE XV

FENCES, SATELLITE DISHES

No fence of any kind shall be erected, placed, or maintained on any Lot without the prior written approval of the Architectural Control Committee.

No satellite dishes shall be permitted on any Lot.

ARTICLE XVI

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall consist of three (3) members. The members of the Architectural Control Committee shall be designated by and shall serve at the pleasure of the Developer or until such time as the Developer, in its sole discretion, shall assign such right of designation to the Owners of the various Lots. After such assignment the members of the Architectural Control Committee shall be elected by the Owners of all the Lots at a meeting to be held no less than ten (10) days after notification of the meeting in writing is given to all Owners of Lots. Each member of the Architectural Control Committee elected shall serve for a three (3) year term.

All plans, specifications, grading plans, landscape plans and other material shall be filed in the office of the Developer for referral to the Architectural Control Committee. The Committee's approval or disapproval on matters required by this Declaration shall be by majority vote. A report in writing setting forth the decisions of the Committee and the reasons therefor shall be transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. In the event (a) the Architectural Control Committee fails to approve or disapprove within thirty (30) days after submission of the final plans, specifications and other material as required in this Declaration; or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with.



The covenants and restrictions created by this Declaration shall attach to and run with the land and shall be binding on every person who may hereafter come into ownership, occupancy or possession of any Lot or any portion of the Property. This Declaration benefits and burdens only the land described in this Declaration, and there is no intention to benefit any person other than those having an interest in the Property. The existence of easement rights or covenant benefits by persons not owning land or not having an interest in land shall not confer on any such person any right whatever to enforce the restrictions or covenants hereby created.

ARTICLE XVIII

ENFORCEMENT

The violation of any covenant, restriction, condition or regulation created by this Declaration (including supplements hereto) or adopted by the Architectural Control Committee, shall give the Architectural Control Committee and the Developer the right:

A. To enter upon the Lot and/or Residential Unit upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer, or its successors or assigns, or the Architectural Control Committee, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

B. To enjoin, abate or remedy by appropriate legal proceedings (including, but not limited to, a suit for damages), either at law or in equity, the continuance of any breach.

The covenants, restrictions, conditions and regulations created by this Declaration shall also be enforceable by any party or parties who may now own or who may hereafter come into ownership of any portion of the Property. It shall be lawful for any such party or parties to enjoin, abate or remedy by appropriate legal proceedings (including, but not limited to, a suit for damages), either at law or in equity, any party or parties violating or threatening to violate the covenants, restrictions, conditions and regulations created by this Declaration.

Neither Developer nor the Architectural Control Committee shall be liable for damages of any kind to any person for failing either to abide by or carry out any of the covenants, conditions, restrictions and regulations created by this Declaration.

Any rights or remedies described in or created by this Article XVIII shall be in addition to and in no way in limitation of any rights or remedies otherwise set forth herein or applicable hereto.

ARTICLE XIX

TERMINATION AND MODIFICATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Architectural Control Committee or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and

assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Lot Owners and their Mortgagees, has been recorded in the Office of the Recorder of Lake County, Indiana, within the year preceding and the beginning of each successive period of ten (10) years, agreeing to terminating the same. Notwithstanding the foregoing, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

The Declaration shall be terminated, if at all, under any circumstances other than the foregoing, only by the agreement of all the Lot Owners and their respective Mortgagees, which agreement shall be evidenced by an instrument or instruments, executed in the manner required for the conveyance of real property, and recorded in the Office of the Recorder of Lake County, Indiana.

This Declaration or any covenant, condition or restriction contained herein, may be modified or amended as to the whole of the Property or any portion thereof by the affirmative vote of the Owners of seventy-five (75%) percent or more of the total number of Lots giving one vote for each Lot without regard to the manner in which title is held after giving written notice to all Owners of Lots thirty (30) days prior to the meeting at which such modification or amendment is to be considered and acted upon and stating with particularity the terms and provisions of such modification or amendment. No such modification or amendment shall be effective until a proper instrument or instruments has been executed in the manner required for the conveyance of real property, and recorded in the Office of the Recorder of Lake County, Indiana.

ARTICLE XX

NOTICES:

Notices required or desired to be given to an Owner may be delivered by regular mail at the last known address of such person, by personal delivery, or by posting on the door or insertion in the mailbox of such Owner shall be sufficient service thereof.

ARTICLE XXI

EFFECT OF INVALIDATION

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not effect the validity of the remaining provisions hereof.

ARTICLE XXII

INDIVIDUAL OWNER INSURANCE

By virtue of taking title to a Residential Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners that each individual Owner shall carry all-risk casualty insurance in an amount sufficient to cover the full replacement cost of all of the improvements on the Lot. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

The Architectural Control Committee may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Lot and the standard for returning the Lot to its natural state in the event the Owner decides not to rebuild or reconstruct.



ARTICLE XXIII

MAINTENANCE OF IMPROVEMENTS
LOTS 1 THROUGH 5 FENCE MAINTENANCE

A. Each Owner shall be responsible for the maintenance, repair, and reconstruction of all improvements located on such Owner's Lot and shall keep the same in good condition and repair.

B. The Owner(s) of each of Lots 1 through 5, inclusive, shall be responsible for the maintenance, repair, reconstruction and replacement of the portion of the fence installed (or to be installed) by Developer along the rear of said Owner's Lot. The fence shall be kept in good condition and repair. Any of said Owner's failure to maintain, repair or replace said fence pursuant to this Section shall be deemed a breach and violation of this Declaration.

ARTICLE XXIV

LIMITATION ON DEVELOPER'S LIABILITY

Notwithstanding anything to the contrary herein, it is expressly agreed, and each Owner, by accepting title to a Lot and/or Residential Unit and becoming an Owner acknowledges and agrees, that neither Developer (including without limitation any assignee of interest of Developer hereunder) nor any partner, director, officer or shareholder of Developer (or any partner, officer, director or shareholder in any such assignee) shall have any personal liability to any Owner or other person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration except, in the case of Developer (or its assignee), to the extent of its interest in the Property; and, in the event of a judgment no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor.

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DEVELOPER'S RESERVED EASEMENTS

A. Notwithstanding any provisions contained in the Declaration to the contrary, Developer hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to any property in the Development, for the benefit of Developer, its successors, and assigns over, under, in, and/or on the Development, without obligation and without charge to Developer, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use, and enjoyment and/or otherwise dealing with the Development and any other property now owned or which may in the future be owned by Developer (such other property is herein referred to as "Additional Property"). The reserved easement shall constitute a burden on the title to all or any portion of the Development and specifically includes, but is not limited to:

(1) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in all or any portion of the Development; and the right to tie into any portion of the Development with driveways, parking areas, streets, drainage systems and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Development; and

(2) the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, sales offices, construction offices and business offices as, in the sole opinion of Developer, may be required, convenient, or incidental to the construction and sale by Developer of residences in all or any portion of the Development or in any portion of the Additional Property.

(3) no rights, privileges, and easements granted or reserved herein shall be merged into the title of any property within the Development, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Developer releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Development.

B. This Article XXV may not be amended without the advance written consent of Developer.



IN WITNESS WHEREOF, the general partners of Developer have caused this Declaration to be executed by its respective officers on the day and year first above written.

ATG CORPORATION, an Indiana corporation

By: [Signature]

Its: President

ATTEST: [Signature]

Its: Secretary



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HOPPER CONSTRUCTION CO., INC. an Indiana corporation.
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BY: George Hopper President
ATTEST: Mary Jane Hopper Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Crest T. Hutterick and James W. Klatt, the President and Secretary, respectively, of ATG Corporation, who acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of April, 1993.

Victoria A. Hadrick
Notary Public
Resident of Lake County

My Commission Expires:
11-27-95

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VICTORIA A. HADRICK
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXPIRES NOV. 27, 1995

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Steve Hopper and Mary Jane Hopper, the President and Secretary, respectively, of Hopper Construction Co., Inc., who acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of April, 1993.

Victoria A. Hadrick
Notary Public
Resident of Lake County

My Commission Expires:
11-27-95

VICTORIA A. HADRICK
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. NOV. 27, 1995

This instrument prepared by :

Vladimir Gastevich
One Professional Center
Crown Point, Indiana 46307