

**FILED**

**DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS AND RESTRICTIONS**

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*Ret to Wilcox*

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NEWKEY 23-68-1 to 17

**HARVEST RIDGE SUBDIVISION - UNIT 1-A**

**TICOR TITLE INSURANCE**  
107 N. Main St. P.O. Box 320  
Crown Point, Indiana 46307

*David N. Anton*

AUDITOR LAKE COUNTY

This Declaration of Covenants, Easements, Conditions and Restrictions (hereinafter referred to as the "Declaration") is made as of the 8th day of July, 1993, by David J. Wilcox, as Trustee under a Trust Agreement dated January 21, 1993, and known as Trust No. 174836 (hereinafter referred to as the "Declarant").

Declarant states as follows:

A. Declarant is the record title owner of the real estate located in Lake County, Indiana, and legally described in Exhibit "A," which is attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

B. Declarant desires to subject the Property to the covenants, conditions, and restrictions herein made, in order to cause the improvements placed on the Property to be developed in an orderly manner with appropriate architectural, landscaping, and maintenance controls, and in order to maintain the aesthetic appearance and architectural harmony of the Property during and after development, and in order to provide for access to and from the Property, thereby preserving the real estate values of the overall development.

NOW THEREFORE, Declarant declares and covenants that the Property is and will be held, transferred, sold, conveyed, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, and liens as hereinafter set forth.

ARTICLE I - Definitions

The following words, when used in this Declaration or any supplemental declaration, unless the context will otherwise require, will have the following meanings:

1. "Lot" will mean any plot of land, the size and dimensions of which will be established by the legal description in the original conveyance from the Declarant to the first fee owner, other than the Declarant, of said plot of land. Those portions of the Property to which the Declarant retains fee title will also constitute a Lot. A Lot may also be established by the Declarant by an instrument in writing, executed, acknowledged, and recorded by the Declarant, which designates a plot of land as a Lot for purposes of these covenants. If two or more contiguous Lots, as defined hereinabove, are acquired by the same owner in fee, such commonly owned and contiguous Lots may, at the option of said owner, be combined and treated as a single Lot for purposes of the covenants contained herein. "Lot" does not include easements, roads, or facilities dedicated to any governmental unit or its successors or assigns.

2. "The Declarant" will include any successor in interest or assignee of Declarant.

3. "Declaration" will mean this Declaration of Covenants, Easements, Conditions, and Restrictions, as the same may be hereafter modified or amended.

4. "Developer" will mean Harvest Ridge Corporation, agent for the beneficiaries of Declarant. The Developer, whose principal office is located at 216 East Joliet Street, Crown Point, Indiana 46307, will act on behalf of the Declarant in the performance of the rights and responsibilities of the Declarant until the Declarant records in the Office of the Recorder of Lake County, Indiana, a notice setting

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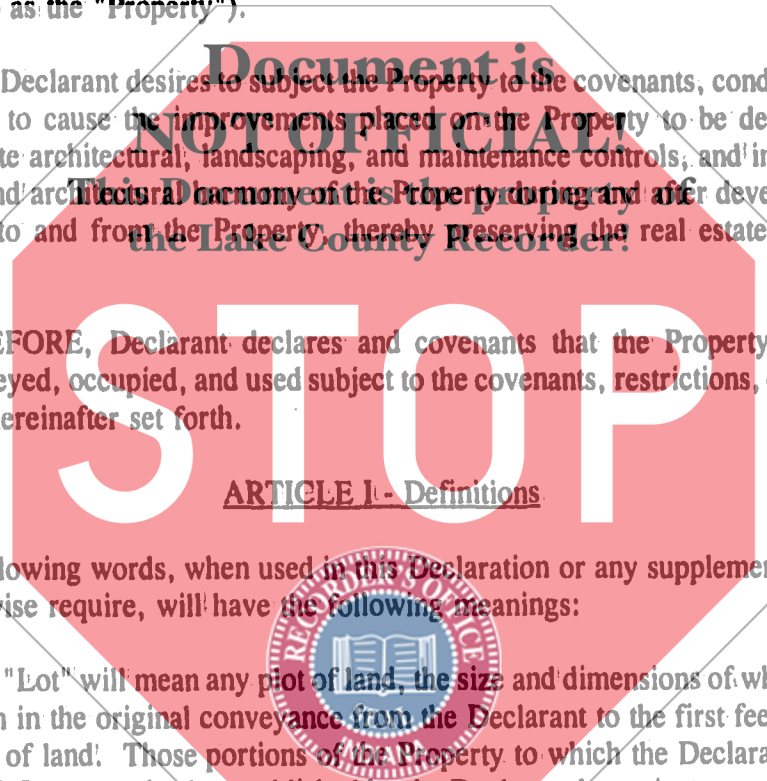
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forth the name and address of a replacement appointed to act on behalf of the Declarant hereunder or until the Declarant's responsibilities hereunder terminate.

5. "Dwelling House" will mean the single-family, residential structure constructed on a Lot.

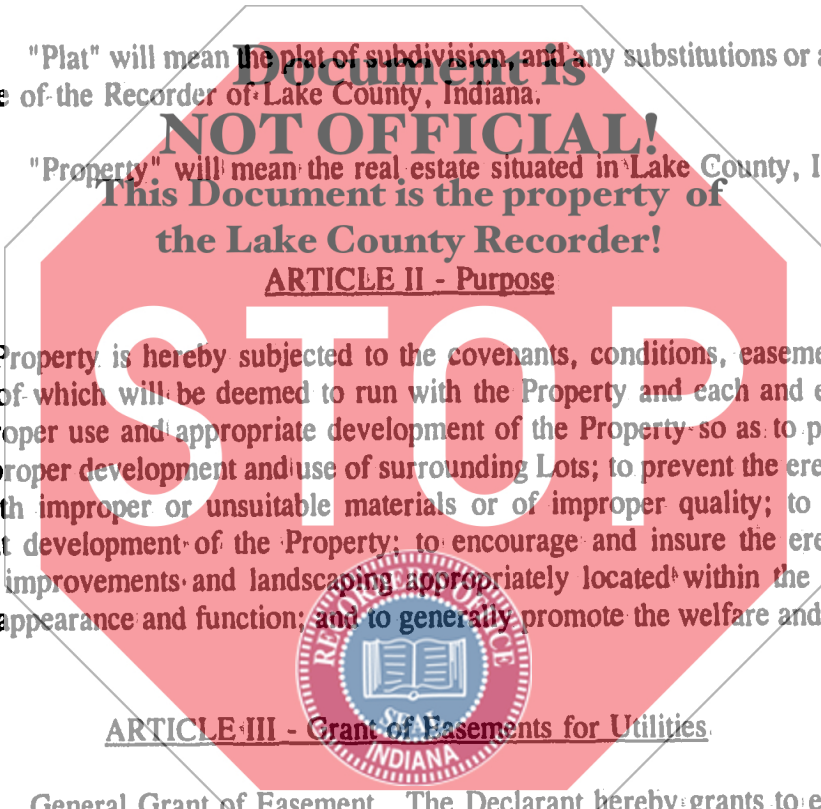
6. "Improvements" will mean and include, but not be limited to, the Dwelling House, buildings, driveways, pedestrian walkways, walls, fences, hedges, landscaping, mass plantings, poles, signs, and all structures of any type or kind.

7. "Living Area" will mean the area of a Dwelling House finished and decorated for permanent and continuous human habitation, exclusive of porches, terraces, garages, carports, or ancillary structures not finished and decorated for permanent and continuous habitation.

8. "Owner" will mean any party or parties owning fee title to a Lot according to the records of the Recorder of Lake County, Indiana.

9. "Plat" will mean the plat of subdivision, and any substitutions or amendments thereof, recorded in the office of the Recorder of Lake County, Indiana.

10. "Property" will mean the real estate situated in Lake County, Indiana, as described on Exhibit "A."



The Property is hereby subjected to the covenants, conditions, easements, and restrictions herein declared, all of which will be deemed to run with the Property and each and every parcel thereof, to provide for the proper use and appropriate development of the Property so as to protect the owners of buildings against improper development and use of surrounding Lots; to prevent the erection or construction of improvements with improper or unsuitable materials or of improper quality; to insure adequate and reasonably consistent development of the Property; to encourage and insure the erection of attractively designed permanent improvements and landscaping appropriately located within the Property in order to achieve harmonious appearance and function; and to generally promote the welfare and safety of the owners of Lots.

ARTICLE III - Grant of Easements for Utilities.

1. General Grant of Easement. The Declarant hereby grants to each Owner and each Owner hereby grants to the other Owners, the Declarant, the Developer, and their respective successors and assigns, Indiana Bell, Northern Indiana Public Service Company, the City of Crown Point, and private utility companies which hold certificates of territorial authority to render service, and their respective successors and assigns, a non-exclusive easement across the areas reserved or to be dedicated by Declarant herein or on the plat of the Property for the respective utilities for the installation, operation and maintenance, repair, replacement, removal, relocation, servicing and testing of lines, mains, conduits, cables, equipment, and facilities for gas, water, telephone, electricity, cable television, storm and sanitary sewers and for the purpose of providing utility services to the respective Lots; provided, however, that the easements granted pursuant to this Section and any easement not theretofore granted will be established only along the property lines of the respective Lots (along the entire perimeter of each Lot).

2. Change of Location of Utility Easements. The location of the utility easements, as described in Section 1 hereof, may be relocated by the Declarant from time to time as the Declarant deems

to be necessary or appropriate for the provision of utility services to all of the Lots. In furtherance thereof, the Declarant hereby expressly reserves the right to dedicate or grant on any Lot, additional easements for the purposes set forth in this Article to other Owners, and public and private utility companies, subject to the conditions of this Section. In no event will such utility easements be located (or relocated) in any manner which would cause any damage to any building located on a Lot.

3. Public and Private Utilities. Nothing herein will be construed to require the Declarant to grant any easement rights to any public or private utility. The Declarant, in its discretion, may grant easement rights to public utility or may provide for private utility services to any one or more of the Lots.

#### ARTICLE IV - Use Limitations and Permitted Uses

1. Permitted Uses. Except as provided in Section 2 of this Article below, Lots will be used exclusively for single-family, residential purposes. Improvements on the Lots will be limited to one single-family Dwelling House and structures commonly ancillary to such Dwelling House. No ancillary structures or any temporary structure may be used as a residence, Dwelling House, or for any type of temporary or permanent human occupancy. No Dwelling House may be occupied before a duly issued certificate of occupancy is issued by the appropriate governmental unit.

2. Declarant's Lots. During the period in which Declarant holds title to any portions of the Property, such portions so held will be used for uses determined by Declarant at Declarant's discretion, and will be in compliance with the zoning and other applicable laws, rules, regulations, and ordinances as amended or from which variances or special uses may be granted from time to time. It is intended that the Property will be used for single-family, residential purposes (including supporting facilities and easements), although this statement of intention will not limit the authority of the Declarant to restrict uses on the Property pursuant to Section 1 and this Section 2 of this Article, nor will Declarant be restricted in its use by Section 1 or this section 2 of this Article.

3. Use Limitations. No noxious or offensive activities will be conducted within the Property, nor will anything be done thereon which may be or become an annoyance or nuisance to any Owner by reason of unsightliness, excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, noise, or other undesirable conditions. Not by way of limitation, no commercial, industrial, or manufacturing operations will be conducted within the Property.

4. Plat Incorporation. The restrictions set forth on the Plat and other documents recorded with the Plat are incorporated herein by reference and may be enforced as if fully set forth in this Declaration.

#### ARTICLE V - Regulation of Improvements

Architectural Review Committee. An Architectural Review Committee (the "Committee") is hereby created which will have the following powers and duties:

(a) Creation. The Committee will initially consist of three (3) members appointed by the Declarant in its sole discretion. In the event of death or resignation of any member of the Committee, the Declarant will have the right to designate a successor. The Declarant will have the further right to increase the membership of and to fix rules of procedure for the Committee. Should the Declarant fail or be unable, after the expiration of sixty (60) days, to appoint a successor for each vacancy, such successor may be appointed by a unanimous vote of the remaining members of the Committee. Upon the substantial completion of the final Dwelling House to be initially constructed on the Lots or upon the election of the



Declarant, at the Declarant's discretion, the Committee will terminate, and neither the Declarant nor the Developer will have any further rights or responsibilities with respect to the items described in this Article.

(b) Approval. No Dwelling House will be constructed, erected, placed, altered, maintained or permitted to remain in the Property until final plans and specifications, acceptable to the Committee, showing the plot layout, all exterior elevations with materials and colors thereof, and landscaping will have been submitted to and approved in writing by the Committee. Such final plans and specifications will be submitted in writing in duplicate under the authorized signature of the grantee or Owner of the particular part of the Property, or its authorized agent. Changes in approved plans which materially affect building size, placement or external appearance must be similarly submitted to and approved by the Committee.

(c) Procedure. All plans, specifications and other material for the improvement of any portion of the Property will be delivered to the Committee at 216 East Joliet Street, Crown Point, Indiana 46307, or at such other location as the committee may, from time to time, designate. The Committee's approval or disapproval on matters required by this Declaration will be by majority vote of the Committee. A report in writing setting forth the decisions of the Committee and the reasons therefore will thereafter be transmitted to the applicant by the Committee within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. The Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.

If (i) the Committee fails to approve or disapprove within thirty (30) days after submission, the final plans, specifications and other materials, as required in this Declaration; and (ii) no suit to enjoin construction has been filed within forty-five (45) days after commencement of such construction, approval of the Committee will not be required.

(d) Construction. Construction of the Dwelling House will be substantially completed within twelve (12) months after the commencement thereof, except so long as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, national calamities, or other supervening forces beyond the control of the grantee or Owner.

If the construction is not substantially completed within the twelve (12) month period after commencement, the Declarant will have the right and option to purchase the Lot and any Improvements thereon, if any, for seventy-five percent (75%) of fair market value of the Lot and Improvements, if any, decreased by the total amount of the all liens to which such Lot is then subject. The fair market value of such Lot and Improvements will be determined by a real estate appraiser selected and paid by the Declarant, provided that such appraiser will have the designation Member of the Appraisal Institute or an equivalent designation. Construction will be deemed "commenced" when the foundation has been excavated as provided in the plans approved by the Committee. Upon the substantial completion of the final Dwelling House to be constructed on the Property, the authority of the Declarant to purchase the Lots pursuant to this subsection will terminate, and neither the Declarant nor the Developer will have any further rights or responsibilities with respect to the items described in this Subsection 1 (d).

(e) Liability. Neither the Committee nor any member or agent thereof will be liability for any damage, loss or prejudice suffered or claimed by any Owner or builder who submits such plan (and such person or entity who submits such plans will hold the Committee and the members and agents thereof harmless from all damage, loss or prejudice suffered or claimed by any third party) on account of (i) any defects in the plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; (ii) any structural or other defects in any work done according to such plans and specifications;

(iii) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (iv) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (v) the development of any property within the Property.

## ARTICLE VI - Construction Standards

### 1. Generally.

(a) Single story Dwelling Houses will contain a minimum of one thousand two hundred (1,200) square feet of Living Area. Two story Dwelling Houses will contain a minimum of one thousand seven hundred fifty (1,750) square feet of Living Area with a ground floor area of at least nine hundred sixty (960) square feet. Bi-level Dwelling Houses will contain a minimum of one thousand ninety (1,090) square feet of Living Area on the upper level. Tri-level Dwelling Houses will contain a minimum of one thousand ninety (1,090) square feet of Living Area on the two upper levels.

(b) All Dwelling Houses will be constructed with an attached garage.

(c) All Improvement sides must be faced with quality face materials.

(d) Construction must conform to plans and specifications approved in writing by the Committee.

(e) Once commenced, construction will be diligently pursued to the end so that it is not left in a partly finished condition any longer than reasonably necessary. Each Owner will, during construction, maintain its Lot in a clean and sightly condition; diligently remove debris, and if reasonably required by the Committee, properly screen such construction area from public view. The failure of any Owner to diligently pursue construction and/or to maintain its Lot during construction as described in this Section will be deemed a nuisance giving rise to the remedies set forth in this Declaration.

(f) Any damage to any streets, roadways, landscaping, improvements, or parking areas caused during the construction of Improvements on a Lot will be immediately repaired by the Owner, and said streets will be maintained by the Owner in a clean and sightly condition during said construction. Nothing herein contained will be deemed to prevent Committee, or the Owner of the Lot so damaged, from proceeding at law to recover damages for such constructing Owner's failure to make such repairs.

2. Sidewalks. Each Owner will install at its expense, sidewalks which will comply with the requirements of appropriate governmental authorities. The edge of the sidewalk nearest the Dwelling House will be installed within four inches (4") of the front Lot line and within the parkway.

3. Landscaping; Trees. Each Owner will keep its Lot landscaped to maintain a neat, clean appearance and in a manner to reasonably control erosion of the Lot. Each Owner will plant, within the time period to substantially complete the Dwelling House, two (2) trees in a location, of a size, and of a type in accordance with governmental ordinances, provided, however, such trees will each be at least two and one-half inches (2½") in diameter.

4. Storm Sewers. Dwelling House connections to the storm sewers on the Property will be constructed substantially in accordance with the "Typical Overhead Sewer Connection" detail shown on Exhibit "B" attached hereto and made a part hereof. Such connection will incorporate a sump pump with an overhead connection to the storm sewer. No footing tile will be connected directly to the storm sewer lead, but will be connected to the sump pump.

Declarant, at the Declarant's discretion, the Committee will terminate, and neither the Declarant nor the Developer will have any further rights or responsibilities with respect to the items described in this Article:

(b) Approval. No Dwelling House will be constructed, erected, placed, altered, maintained or permitted to remain in the Property until final plans and specifications, acceptable to the Committee, showing the plot layout, all exterior elevations with materials and colors thereof, and landscaping will have been submitted to and approved in writing by the Committee. Such final plans and specifications will be submitted in writing in duplicate under the authorized signature of the grantee or Owner of the particular part of the Property, or its authorized agent. Changes in approved plans which materially affect building size, placement or external appearance must be similarly submitted to and approved by the Committee.

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If the construction is not substantially completed within the twelve (12) month period after commencement, the Declarant will have the right and option to purchase the Lot and any Improvements thereon, if any, for seventy-five percent (75%) of fair market value of the Lot and Improvements, if any, decreased by the total amount of the all liens to which such Lot is then subject. The fair market value of such Lot and Improvements will be determined by a real estate appraiser selected and paid by the Declarant, provided that such appraiser will have the designation Member of the Appraisal Institute or an equivalent designation. Construction will be deemed "commenced" when the foundation has been excavated as provided in the plans approved by the Committee. Upon the substantial completion of the final Dwelling House to be constructed on the Property, the authority of the Declarant to purchase the Lots pursuant to this subsection will terminate, and neither the Declarant nor the Developer will have any further rights or responsibilities with respect to the items described in this Subsection 1 (d).

(e) Liability. Neither the Committee nor any member or agent thereof will be liability for any damage, loss or prejudice suffered or claimed by any Owner or builder who submits such plan (and such person or entity who submits such plans will hold the Committee and the members and agents thereof harmless from all damage, loss or prejudice suffered or claimed by any third party) on account of (i) any defects in the plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; (ii) any structural or other defects in any work done according to such plans and specifications;



(iii) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (iv) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (v) the development of any property within the Property.

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(b) All Dwelling Houses will be constructed with an attached garage.

(c) All Improvement sides must be faced with quality face materials.

(d) Construction must conform to plans and specifications approved in writing, by the Committee.

(e) Once commenced, construction will be diligently pursued to the end so that it is not left in a partly finished condition any longer than reasonably necessary. Each Owner will, during construction, maintain its Lot in a clean and sightly condition, diligently remove debris, and, if reasonably required by the Committee, properly screen such construction area from public view. The failure of any Owner to diligently pursue construction and/or to maintain its Lot during construction as described in this Section will be deemed a nuisance giving rise to the remedies set forth in this Declaration.

(f) Any damage to any streets, roadways, landscaping, improvements, or parking areas caused during the construction of Improvements on a Lot will be immediately repaired by the Owner, and said streets will be maintained by the Owner in a clean and sightly condition during said construction. Nothing herein contained will be deemed to prevent Committee, or the Owner of the Lot so damaged, from proceeding at law to recover damages for such constructing Owner's failure to make such repairs.

2. Sidewalks. Each Owner will install at its expense, sidewalks which will comply with the requirements of appropriate governmental authorities. The edge of the sidewalk nearest the Dwelling House will be installed within four inches (4") of the front Lot line and within the parkway.

3. Landscaping; Trees. Each Owner will keep its Lot landscaped to maintain a neat, clean appearance and in a manner to reasonably control erosion of the Lot. Each Owner will plant, within the time period to substantially complete the Dwelling House, two (2) trees in a location; of a size, and of a type in accordance with governmental ordinances, provided, however, such trees will each be at least two and one-half inches (2½") in diameter.

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5. **NIPSCO Good Cents Program Construction.** The following standards will apply to the construction of Dwelling Houses until this Declaration terminates in order for the Property to comply with the Northern Indiana Public Service Company's (NIPSCO) Good Cents Program for energy efficient homes (a "Good Cents Home").

(a) **Construction Standards.** Each Owner will construct the Dwelling House on its Lot to meet or exceed the following construction standards (or such standards which NIPSCO requires for a Good Cents Home if such standards exceed the following standards):

- (i) **Floor Insulation.** R19 over crawl space or unconditioned basement with polyethylene ground cover.  
R10 perimeter slab insulation;  
R10 basement wall insulation.
- (ii) **Wall Insulation.** R19; band joint insulated.
- (iii) **Ceiling Insulation.** R40.
- (iv) **Infiltration Barrier.** All exterior joints around windows and door frames, corner joints, sole plates and penetrations through the exterior building envelope shall be properly caulked, gasketed, weatherstripped or otherwise sealed. A vapor retarder shall be included on the interior surface of all exterior walls. Also, a polyethylene ground cover shall be used.
- (v) **Doors.** Insulated and weatherstripped.
- (vi) **Windows.** Double-glazed with thermal break ( $U=0.55$ ).
- (vii) **Ventilation.**  
Attic: A balanced, fixed-louvered system with a minimum 1-square inch of net free vent area per 2-square-feet of attic floor area.  
Crawl space: Provide cross ventilation through openings located as close to the corners as practical, and about equally distributed along at least two opposite sides.  
Living area: Exhaust fans and dryer vents shall be vented outside, not to the attic or crawl space.
- (viii) **Duct System.** Properly sized, designed and installed. Tape and seal joints, insulated ducts exposed to unconditioned space.
- (ix) **Water Heating.** High-efficiency conforming to ASHRAE 90A.
- (x) **Space Conditioning.** Space conditioning equipment shall be sized following the methods and procedures in the Air Conditioning Contractors of America (ACCA) Manual J, Seventh Edition, or the ASHRAE Handbook.



Gas furnace back-up: Minimum AFUE ratings of 80%; provided with outside combustion air as needed!

Air heat pump: Minimum efficiency of 10.0 SEER and/or a 6:7 HSPF.

Geothermal heat pump: Minimum COP 3.1 at 70° F entering water temperature.

Space cooling: Minimum 10.0 SEER; properly sized.

(xi) Duct Design Drawings.

Builders must submit a duct design schematic to NIPSCO with all duct sizes indicated on the drawing.

(xii) Inspections.

Two inspections will be conducted by your NIPSCO representative.

First inspection: This is conducted before dry wall installation to verify that insulation and ductwork requirements are met.

Second inspection: The final inspection is conducted prior to owner occupancy to ensure that all program requirements are met.

(xiii) New Home Construction.

Heat pump must be a first-time installation in a new, single-family home.

(xiv) Use NIPSCO Energy.

Your home construction must be supplied with electricity by NIPSCO.

6. Erosion Control. Each Owner will take the following erosion control measures during the construction of its Dwelling House or during any land disturbing activity as defined in 327 I.A.C. 15-5-4, as amended, provided, however, nothing herein will suspend or supersede the need to comply with the requirements of 327 I.A.C. 15-1 *et seq.*, as such regulations may amended or replaced with successor regulations:

(a) Sediment-laden water which otherwise would flow from the site shall be detained by erosion control practices appropriate to minimize sedimentation and erosion. No storm water shall be discharged from the Lot in a manner causing erosion of the Lot. Proper erosion control practices include the use of such as filter (silt) strips, diversions, straw bales, filter (silt) fences, inlet protection measures, slope minimization, phased construction, maximizing tree coverage, temporary and permanent seeding of vegetation, mulching, and sodding.

(b) Appropriate measures shall be taken by the Owner to minimize or eliminate wastes or unused building materials, including, but not limited to, garbage debris, cleaning wastes, wastewater, and other substances from being carried from a Lot by run-off. Proper disposal or management of all wastes and unused building materials, appropriate to the nature of the waste or material, is required.

(c) Sediment being tracked from a Lot onto public or private roadways shall be minimized.

(d) Public or private roadways shall be kept cleared of accumulated sediment. Bulk clearing of accumulated sediment shall not include flushing the area with water. Cleared sediment shall be returned to the point of likely origin or other suitable location.

(e) All on-site storm drain inlets shall be protected against sedimentation with straw bales, filter fabric, or equivalent barriers meeting accepted design criteria, standards, and specification for that purpose.

All measures involving erosion control practices shall be designed and installed in accordance with the requirements of the State of Indiana set out in 327 I.A.C. 15-1 *et seq.*, as such regulations may amended or replaced with successor regulations, provided, however, that the minimum requirements above will at all times be followed unless prohibited by law or ordinance.

7. Basis of Approval. Approval of plans and specifications by the Committee will be based, among other things, on adequacy of Lot dimensions, conformity and harmony of external design and of location with neighboring structures and Lots, relation of finished grades and elevations to neighboring Lots, and conformity to both the specific and general intent of this Declaration.

8. Disclaimer of Liability. The Committee, Declarant, and Developer make no warranties or representations regarding compliance with the law or the energy efficiency of the standards. Neither the Committee nor any member or agent thereof, the Declarant, nor the Developer will be liable for any damage, loss, or prejudice suffered or claimed by any Owner or builder who complies with the construction standards (and such person or entity who submits such plans will hold the Committee and the members and agents thereof harmless from all damage, loss or prejudice suffered or claimed by any third party) on account of (i) any defects in the standards and specifications provided in the foregoing provisions; (ii) any structural or other defects in any work done according to standards and specifications; (iii) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (iv) the construction or performance of any work, whether or not pursuant to such standards and specifications.

#### ARTICLE VII - Maintenance of Lots

Each Owner of any Lot will keep its Lot, Dwelling House, Improvements, landscaping, and appurtenances thereon at all times in a safe, clean, maintained, neat and wholesome condition, and will comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements in force from time to time. Each such Owner, Tenant or occupant will remove, at his own expense, any rubbish or trash or any character which may accumulate on its Lot. Rubbish, trash, garbage, or other waste will be kept only in properly covered containers. Rubbish and trash will not be disposed of on the Property by burning.

#### ARTICLE VIII - Enforcement

Every violation of this Declaration or any part hereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner will be applicable against every such violation and may be exercised by the Declarant, the Developer, and/or an Owner. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties will pay the expenses and reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity will be cumulative and not exclusive. The

failure to enforce any of the conditions, covenants, restrictions, or reservations herein contained will in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations.

## ARTICLE IX - Duration and Amendment

1. Duration. This Declaration and the covenants, restrictions, and easements set out herein will run with and bind the Property, and will insure to the benefit of and be enforceable by the Declarant, and its legal representatives, successors, and assigns. Except as otherwise expressly set forth herein, this Declaration benefits only the land described in this Declaration, and there is no intention to the benefit any persons other than those having an interest in the Property. The existence of easement rights or covenant rights in persons not owning or having an interest in the Property will not confer on any such person, any right whatever to enforce the covenants, conditions, and restrictions hereby created. This Declaration will continue and remain in full force and effect at all times with respect to the Property and each part thereof (subject, however, to the right to amend the provisions hereof as provided for in Section 2 of this Article and to submit additional property to the covenants herein contained as provided for in Section 3 of this Article), until the earlier of December 31, 2021 or the date of the substantial completion of the final Dwelling House to be initially constructed on the Lots.

2. Amendment. So long as the Declarant has an interest in the Property, this Declaration, any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, by the Declarant; provided that any such change will not, in the reasonable judgment of the Declarant, materially and adversely affect the rights and obligations of the Owners; and further provided that if a Lot will be directly affected by such change, the Declarant will have first obtained the written consent of the Owner of such Lot, which consent such Owner will not withhold unreasonably. Notwithstanding the foregoing, no easement granted hereunder may be terminated without the prior approval of all other Owners, provided, however, that any easement may be relocated as provided in this Declaration. No such termination, extension, modification or amendment will be effective until a proper instrument in writing has been executed by the requisite number of Owners, acknowledged, and recorded in the Office of the Recorder of Lake County, Indiana.

3. Right to Subdivide and to Add Additional Property. The Declarant reserves the right from time to time to subdivide and resubdivide portions of the Property owned by it for the purpose of creating additional Lots within the Property without consent of any Owner. Further, the Declarant may permit the addition of land to the Property by permitting the owner of a parcel of land adjacent to the property, with the consent of the Declarant, to add such land to the Property. Such land will be added to the Property by recording in the Office of the Recorder of Lake County, Indiana, a declaration executed by Declarant and the record owner of such land, declaring such land to be subject to the terms, covenants and conditions of this Declaration and deemed to be a portion of the Property, whereupon such additional land will be bound by the terms, covenants and conditions hereof. Upon the recording of such declaration, such record owner will become and will thereafter be deemed a Declarant hereunder.

4. Variances. The Declarant may, in its reasonable discretion, grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that said variances will not materially injure any of the Property or Improvements within the Property, and will otherwise be subject to all applicable laws, ordinances, rules and regulations of any governmental agency or political subdivision having jurisdiction over the Property. No variance granted pursuant to the authority granted herein will constitute a waiver of any provision of this Declaration as applied to any other person, Owner or Lot.



## ARTICLE X. Additional Provisions

1. **Severability of Provisions.** If any paragraph, section, sentence, clause or phrase of this Declaration is or becomes illegal; null or void for any reason or will be held by any court of competent jurisdiction to be illegal; null or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration will continue in full force and effect and will not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses or phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases will become or be illegal, null or void.

2. **No Waiver.** The failure of the Declarant or Developer to enforce any provision herein contained will in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

3. **Successors.** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property, or any right to possess or occupy any premises situated therein, is and will be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired such interest or right. If any portion of the Property will be acquired in lieu of foreclosure; or under the provisions of any deed of trust in the nature of a mortgage, or sold under foreclosure of any mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, personal representatives, successors or assigns will hold any such portion of the Property subject to all the covenants, liens and other provisions of this Declaration.

4. **Notice.** Any notice required or permitted to be given under this Declaration will be in writing and will be deemed to have been properly served when: (a) delivered in person and received for; (b) delivered by overnight or other courier; or (c) two (2) days after deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to an Owner at the Owner's last known address (which may include the address of such Owner's Lot).

5. **Titles.** The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

6. **Owner's Liability Subsequent to Sale.** Upon the sale of a Lot, or, in the case of the Lot owned by Declarant, upon the sale of a portion of Declarant's Lot, the Owner so selling will not have any liability for the obligations thereon created by this Declaration which accrue against the Lot or portion thereof sold after the date of the conveyance; provided, however, that nothing herein will be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to this Declaration.

7. **Singular and Plural.** Words used herein, regardless of the number and gender specifically used, will be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

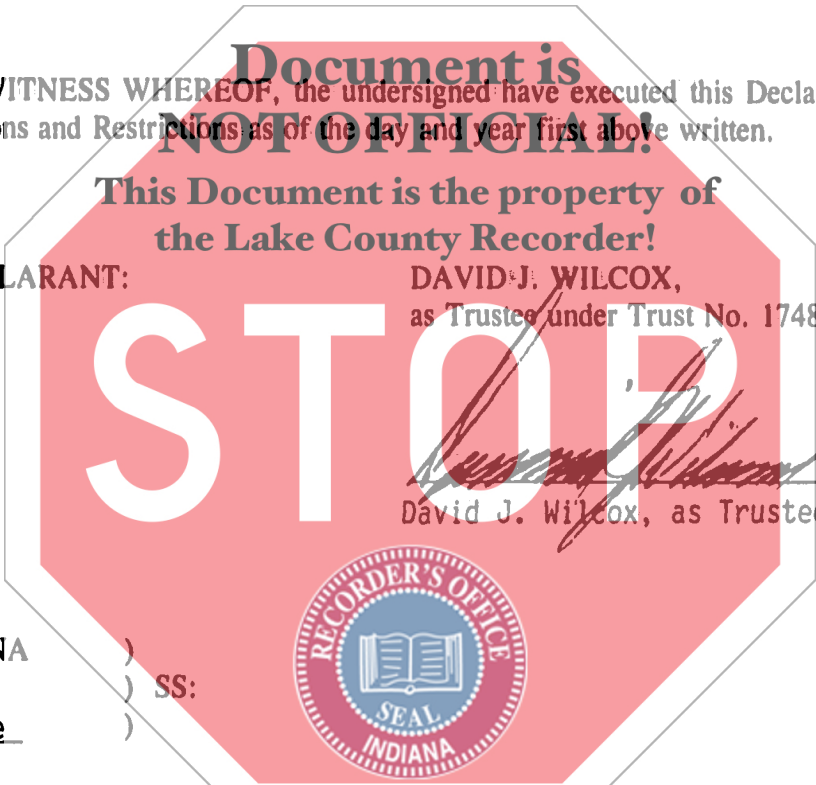
8. **Exculpatory Clause.** It is expressly understood and agreed that this document is executed by David J. Wilcox, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that David J. Wilcox, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate the real estate described herein in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of the real estate described herein or any lease or sale or any mortgage or any disposition thereof. Nothing contained in this

document will be construed as creating any personal liability or personal responsibility of the Trustee and, in particular, without limiting the generality of the foregoing, there will be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder will look solely to the trust estate from time to time. It is further understood and agreed that the said Trustee merely holds naked title to the real estate described herein and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the real estate described herein, except as represented to it by the beneficiary or beneficiaries of said Trust. Nothing contained herein will be construed as creating any liability on David J. Wilcox personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Law) as amended from time to time or any other federal, state or local law, rule or regulation. David J. Wilcox, personally, is not a "Transferor" or "Transferee" under the Law and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this document.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Covenants, Easements, Conditions and Restrictions as of the day and year first above written.

**This Document is the property of the Lake County Recorder!**

DECLARANT: DAVID J. WILCOX,  
as Trustee under Trust No. 174836



David J. Wilcox, as Trustee

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Lake )

Before me the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared David J. Wilcox, as Trustee under a Trust Agreement dated January 21, 1993, and known as Trust No. 174836, and acknowledged the execution of this instrument this 8th day of July, 1993.

My Commission Expires: 10-24-96  
County of Residence: Lake

Gloria Miller  
Gloria Miller, Notary Public

# HARVEST RIDGE SUBDIVISION PHASE 1-A

**DESCRIPTION OF PROPERTY:** Part of the West 1/2, SE 1/4 Section 33, Township 35 North, Range 8 West of the 2nd P.M., described as follows: Beginning at the Southeast corner of the West 1/2 SE 1/4 of said Section 33; thence North 00°00'56" East along the East line of the West 1/2, SE 1/4 a distance of 1175.48 feet; thence North 89°59'04" West, 170.00 feet; thence North 00°00'56" East 225 feet; thence North 89°59'04" West 130.00 feet; thence North 00°00'56" West 365.00 feet; thence South 72°29'18" West, 54.17 feet; thence South 20°00'20" East 159.57 feet; thence Northeasterly along a curve to the left with a radius of 614.95 feet a distance of 39.48 feet; thence South 23°41'01" East, 158.28 feet; thence North 61°34'04" East, 146 feet; thence North 54°49'58" East, 256.66 feet; thence Southeasterly along a curve to the left with a radius of 403.35 feet for a distance of 90.48 feet; thence South 29°58'22" East, 41.74 feet; thence Southwesterly along a curve to the left with a radius of 348.40 feet for a distance of 11.55 feet; thence South 35°10'02" East 66.00 feet; thence South 54°49'58" West 272.89 feet; thence Southwesterly along a curve to the right with a radius of 676.90 feet for a distance of 208.58 feet; thence South 72°29'18" West, 135.97 feet; thence South 17°30'42" East, 96.75 feet; thence North 64°44'10" East, 74.04 feet; thence South 84°26'47" East, 230.52 feet; thence North 84°04'17" East, 83.29 feet; thence North 61°11'21" East 136.33 feet; thence South 73°53'25" East, 67.94 feet; thence South 14°26'12" East, 221.93 feet; thence South 28°16'14" East, 80.59 feet; thence South 44°19'08" East, 93.43 feet; thence South 31°04'15" East, 33.67 feet; thence South 00°06'50" West, 345.41 feet; thence South 22°30'17" West, 85.05 feet, more or less to the South line of Section 33; thence South 89°19'39" East, 51.01 feet more or less to the point of beginning, containing 11.695 acres more or less.

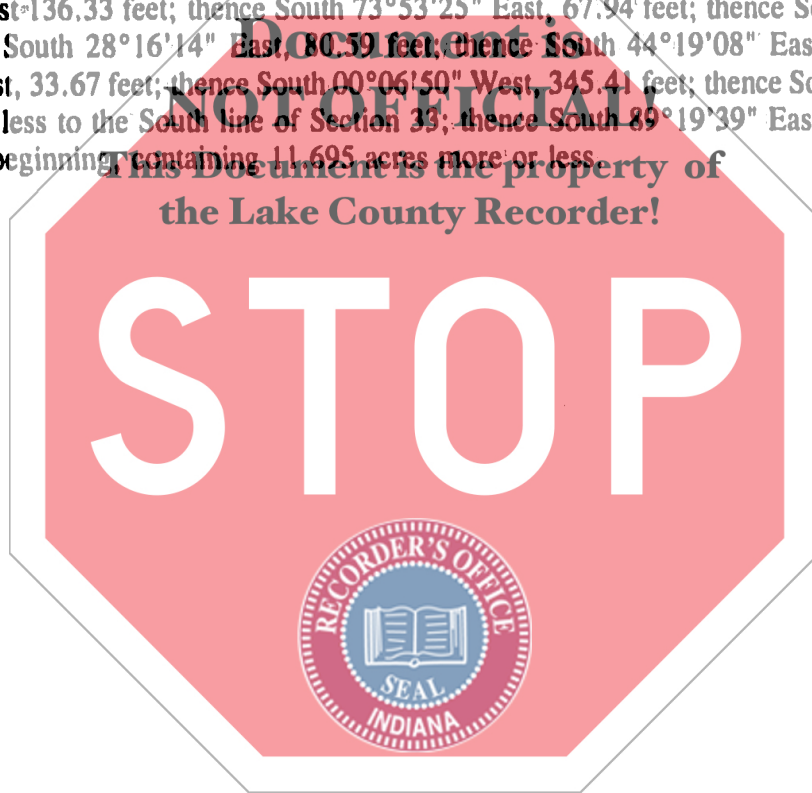
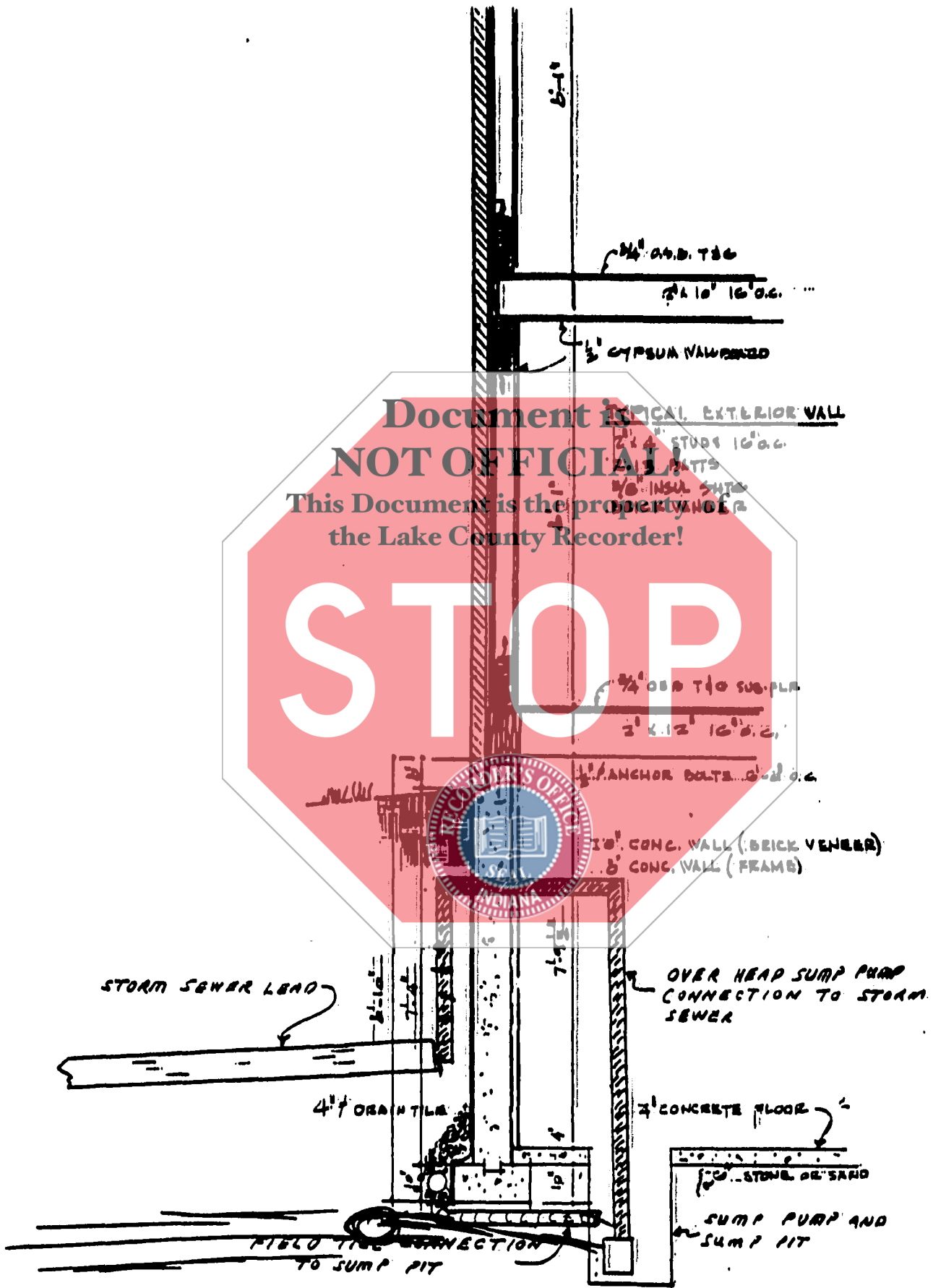
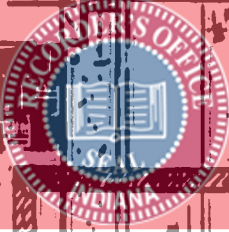


EXHIBIT "A"





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TYPICAL OVERHEAD SEWER CONNECTION

EXHIBIT "B"

forth the name and address of a replacement appointed to act on behalf of the Declarant hereunder or until the Declarant's responsibilities hereunder terminate.

5. "Dwelling House" will mean the single-family, residential structure constructed on a Lot.

6. "Improvements" will mean and include, but not be limited to, the Dwelling House, buildings, driveways, pedestrian walkways, walls, fences, hedges, landscaping, mass plantings, poles, signs, and all structures of any type or kind.

7. "Living Area" will mean the area of a Dwelling House finished and decorated for permanent and continuous human habitation, exclusive of porches, terraces, garages, carports, or ancillary structures not finished and decorated for permanent and continuous habitation.

8. "Owner" will mean any party or parties owning fee title to a Lot according to the records of the Recorder of Lake County, Indiana.

9. "Plat" will mean the plat of subdivision, and any substitutions or amendments thereof, recorded in the office of the Recorder of Lake County, Indiana.

10. "Property" will mean the real estate situated in Lake County, Indiana, as described on Exhibit "A."



The Property is hereby subjected to the covenants, conditions, easements, and restrictions herein declared, all of which will be deemed to run with the Property and each and every parcel thereof, to provide for the proper use and appropriate development of the Property so as to protect the owners of buildings against improper development and use of surrounding Lots; to prevent the erection or construction of improvements with improper or unsuitable materials or of improper quality; to insure adequate and reasonably consistent development of the Property; to encourage and insure the erection of attractively designed permanent improvements and landscaping appropriately located within the Property in order to achieve harmonious appearance and function; and to generally promote the welfare and safety of the owners of Lots.

ARTICLE III - Grant of Easements for Utilities

1. General Grant of Easement. The Declarant hereby grants to each Owner and each Owner hereby grants to the other Owners, the Declarant, the Developer, and their respective successors and assigns, Indiana Bell, Northern Indiana Public Service Company, the City of Crown Point, and private utility companies which hold certificates of territorial authority to render service, and their respective successors and assigns, a non-exclusive easement across the areas reserved or to be dedicated by Declarant herein or on the plat of the Property for the respective utilities for the installation, operation and maintenance, repair, replacement, removal, relocation, servicing and testing of lines, mains, conduits, cables, equipment, and facilities for gas, water, telephone, electricity, cable television, storm and sanitary sewers and for the purpose of providing utility services to the respective Lots; provided, however, that the easements granted pursuant to this Section and any easement not theretofore granted will be established only along the property lines of the respective Lots (along the entire perimeter of each Lot).

2. Change of Location of Utility Easements. The location of the utility easements, as described in Section 1 hereof, may be relocated by the Declarant from time to time as the Declarant deems

to be necessary or appropriate for the provision of utility services to all of the Lots. In furtherance thereof, the Declarant hereby expressly reserves the right to dedicate or grant on any Lot, additional easements for the purposes set forth in this Article to other Owners, and public and private utility companies, subject to the conditions of this Section. In no event will such utility easements be located (or relocated) in any manner which would cause any damage to any building located on a Lot.

3. **Public and Private Utilities.** Nothing herein will be construed to require the Declarant to grant any easement rights to any public or private utility. The Declarant, in its discretion, may grant easement rights to public utility or may provide for private utility services to any one or more of the Lots.

#### ARTICLE IV - Use Limitations and Permitted Uses

1. **Permitted Uses.** Except as provided in Section 2 of this Article below, Lots will be used exclusively for single-family, residential purposes. Improvements on the Lots will be limited to one single-family Dwelling House and structures commonly ancillary to such Dwelling House. No ancillary structures or any temporary structure may be used as a residence, Dwelling House, or for any type of temporary or permanent human occupancy. No Dwelling House may be occupied before a duly issued certificate of occupancy is issued by the appropriate governmental unit.

2. **Declarant's Lots.** During the period in which Declarant holds title to any portions of the Property, such portions so held will be used for uses determined by Declarant at Declarant's discretion, and will be in compliance with the zoning and other applicable laws, rules, regulations, and ordinances as amended or from which variances or special uses may be granted from time to time. It is intended that the Property will be used for single-family, residential purposes (including supporting facilities and easements), although this statement of intention will not limit the authority of the Declarant to restrict uses on the Property pursuant to Section 1 and this Section 2 of this Article, nor will Declarant be restricted in its use by Section 1 or this section 2 of this Article.

3. **Use Limitations.** No noxious or offensive activities will be conducted within the Property, nor will anything be done thereon which may be or become an annoyance or nuisance to any Owner by reason of unsightliness, excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, noise, or other undesirable conditions. Not by way of limitation, no commercial, industrial, or manufacturing operations will be conducted within the Property.

4. **Plat Incorporation.** The restrictions set forth on the Plat and other documents recorded with the Plat are incorporated herein by reference and may be enforced as if fully set forth in this Declaration.

#### ARTICLE V - Regulation of Improvements

**Architectural Review Committee.** An Architectural Review Committee (the "Committee") is hereby created which will have the following powers and duties:

(a) **Creation.** The Committee will initially consist of three (3) members appointed by the Declarant in its sole discretion. In the event of death or resignation of any member of the Committee, the Declarant will have the right to designate a successor. The Declarant will have the further right to increase the membership of and to fix rules of procedure for the Committee. Should the Declarant fail or be unable, after the expiration of sixty (60) days, to appoint a successor for each vacancy, such successor may be appointed by a unanimous vote of the remaining members of the Committee. Upon the substantial completion of the final Dwelling House to be initially constructed on the Lots or upon the election of the



Declarant, at the Declarant's discretion, the Committee will terminate, and neither the Declarant nor the Developer will have any further rights or responsibilities with respect to the items described in this Article.

(b) Approval. No Dwelling House will be constructed, erected, placed, altered, maintained or permitted to remain in the Property until final plans and specifications, acceptable to the Committee, showing the plot layout, all exterior elevations with materials and colors thereof, and landscaping will have been submitted to and approved in writing by the Committee. Such final plans and specifications will be submitted in writing in duplicate under the authorized signature of the grantee or Owner of the particular part of the Property, or its authorized agent. Changes in approved plans which materially affect building size, placement or external appearance must be similarly submitted to and approved by the Committee.

(c) Procedure. All plans, specifications and other material for the improvement of any portion of the Property will be delivered to the Committee at 216 East Joliet Street, Crown Point, Indiana 46307, or at such other location as the committee may, from time to time, designate. The Committee's approval or disapproval on matters required by this Declaration will be by majority vote of the Committee. A report in writing setting forth the decisions of the Committee and the reasons therefore will thereafter be transmitted to the applicant by the Committee within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. The Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.

If (i) the Committee fails to approve or disapprove within thirty (30) days after submission, the final plans, specifications and other materials, as required in this Declaration; and (ii) no suit to enjoin construction has been filed within forty-five (45) days after commencement of such construction, approval of the Committee will not be required.

(d) Construction. Construction of the Dwelling House will be substantially completed within twelve (12) months after the commencement thereof, except so long as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, national calamities, or other supervening forces beyond the control of the grantee or Owner.

If the construction is not substantially completed within the twelve (12) month period after commencement, the Declarant will have the right and option to purchase the Lot and any Improvements thereon, if any, for seventy-five percent (75%) of fair market value of the Lot and Improvements, if any, decreased by the total amount of the all liens to which such Lot is then subject. The fair market value of such Lot and Improvements will be determined by a real estate appraiser selected and paid by the Declarant, provided that such appraiser will have the designation Member of the Appraisal Institute or an equivalent designation. Construction will be deemed "commenced" when the foundation has been excavated as provided in the plans approved by the Committee. Upon the substantial completion of the final Dwelling House to be constructed on the Property, the authority of the Declarant to purchase the Lots pursuant to this subsection will terminate, and neither the Declarant nor the Developer will have any further rights or responsibilities with respect to the items described in this Subsection (d).

(e) Liability. Neither the Committee nor any member or agent thereof will be liability for any damage, loss or prejudice suffered or claimed by any Owner or builder who submits such plan (and such person or entity who submits such plans will hold the Committee and the members and agents thereof harmless from all damage, loss or prejudice suffered or claimed by any third party) on account of (i) any defects in the plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; (ii) any structural or other defects in any work done according to such plans and specifications;

(iii) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (iv) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (v) the development of any property within the Property.

## ARTICLE VI - Construction Standards

### 1. Generally.

(a) Single story Dwelling Houses will contain a minimum of one thousand two hundred (1,200) square feet of Living Area. Two story Dwelling Houses will contain a minimum of one thousand seven hundred fifty (1,750) square feet of Living Area with a ground floor area of at least nine hundred sixty (960) square feet. Bi-level Dwelling Houses will contain a minimum of one thousand ninety (1,090) square feet of Living Area on the upper level. Tri-level Dwelling Houses will contain a minimum of one thousand ninety (1,090) square feet of Living Area on the two upper levels.

(b) All Dwelling Houses will be constructed with an attached garage.

(c) All Improvement sides must be faced with quality face materials.

(d) Construction must conform to plans and specifications approved in writing by the Committee.

(e) Once commenced, construction will be diligently pursued to the end so that it is not left in a partly finished condition any longer than reasonably necessary. Each Owner will, during construction, maintain its Lot in a clean and sightly condition, diligently remove debris, and, if reasonably required by the Committee, properly screen such construction area from public view. The failure of any Owner to diligently pursue construction and/or to maintain its Lot during construction as described in this Section will be deemed a nuisance giving rise to the remedies set forth in this Declaration.

(f) Any damage to any streets, roadways, landscaping, improvements, or parking areas caused during the construction of Improvements on a Lot will be immediately repaired by the Owner, and said streets will be maintained by the Owner in a clean and sightly condition during said construction. Nothing herein contained will be deemed to prevent Committee, or the Owner of the Lot so damaged, from proceeding at law to recover damages for such constructing Owner's failure to make such repairs.

2. Sidewalks. Each Owner will install at its expense, sidewalks which will comply with the requirements of appropriate governmental authorities. The edge of the sidewalk nearest the Dwelling House will be installed within four inches (4") of the front Lot line and within the parkway.

3. Landscaping: Trees. Each Owner will keep its Lot landscaped to maintain a neat, clean appearance and in a manner to reasonably control erosion of the Lot. Each Owner will plant, within the time period to substantially complete the Dwelling House, two (2) trees in a location, of a size, and of a type in accordance with governmental ordinances, provided, however, such trees will each be at least two and one-half inches (2½") in diameter.

4. Storm Sewers. Dwelling House connections to the storm sewers on the Property will be constructed substantially in accordance with the "Typical Overhead Sewer Connection" detail shown on Exhibit "B" attached hereto and made a part hereof. Such connection will incorporate a sump pump with an overhead connection to the storm sewer. No footing tile will be connected directly to the storm sewer lead, but will be connected to the sump pump.

Declarant, at the Declarant's discretion, the Committee will terminate, and neither the Declarant nor the Developer will have any further rights or responsibilities with respect to the items described in this Article.

(b) Approval. No Dwelling House will be constructed, erected, placed, altered, maintained or permitted to remain in the Property until final plans and specifications, acceptable to the Committee, showing the plot layout, all exterior elevations with materials and colors thereof, and landscaping will have been submitted to and approved in writing by the Committee. Such final plans and specifications will be submitted in writing in duplicate under the authorized signature of the grantee or Owner of the particular part of the Property, or its authorized agent. Changes in approved plans which materially affect building size, placement or external appearance must be similarly submitted to and approved by the Committee.

(c) Procedure. All plans, specifications and other material for the improvement of any portion of the Property will be delivered to the Committee at 216 East Joliet Street, Crown Point, Indiana 46307, or at such other location as the committee may, from time to time, designate. The Committee's approval or disapproval on matters required by this Declaration will be by majority vote of the Committee. A report in writing setting forth the decisions of the Committee and the reasons therefore will thereafter be transmitted to the applicant by the Committee within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. The Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.

If (i) the Committee fails to approve or disapprove within thirty (30) days after submission, the final plans, specifications and other materials, as required in this Declaration; and (ii) no suit to enjoin construction has been filed within forty-five (45) days after commencement of such construction, approval of the Committee will not be required.

(d) Construction. Construction of the Dwelling House will be substantially completed within twelve (12) months after the commencement thereof, except so long as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, national calamities, or other supervening forces beyond the control of the grantee or Owner.

If the construction is not substantially completed within the twelve (12) month period after commencement, the Declarant will have the right and option to purchase the Lot and any Improvements thereon, if any, for seventy-five percent (75%) of fair market value of the Lot and Improvements, if any, decreased by the total amount of the all liens to which such Lot is then subject. The fair market value of such Lot and Improvements will be determined by a real estate appraiser selected and paid by the Declarant, provided that such appraiser will have the designation Member of the Appraisal Institute or an equivalent designation. Construction will be deemed "commenced" when the foundation has been excavated as provided in the plans approved by the Committee. Upon the substantial completion of the final Dwelling House to be constructed on the Property, the authority of the Declarant to purchase the Lots pursuant to this subsection will terminate, and neither the Declarant nor the Developer will have any further rights or responsibilities with respect to the items described in this Subsection 1 (d).

(e) Liability. Neither the Committee nor any member or agent thereof will be liability for any damage, loss or prejudice suffered or claimed by any Owner or builder who submits such plan (and such person or entity who submits such plans will hold the Committee and the members and agents thereof harmless from all damage, loss or prejudice suffered or claimed by any third party) on account of (i) any defects in the plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; (ii) any structural or other defects in any work done according to such plans and specifications;



(iii) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (iv) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (v) the development of any property within the Property.

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(b) All Dwelling Houses will be constructed with an attached garage.

(c) All Improvement sides must be faced with quality face materials.

(d) Construction must conform to plans and specifications approved in writing by the Committee.

(e) Once commenced, construction will be diligently pursued to the end so that it is not left in a partly finished condition any longer than reasonably necessary. Each Owner will, during construction, maintain its Lot in a clean and sightly condition, diligently remove debris, and, if reasonably required by the Committee, properly screen such construction area from public view. The failure of any Owner to diligently pursue construction and/or to maintain its Lot during construction as described in this Section will be deemed a nuisance giving rise to the remedies set forth in this Declaration.

(f) Any damage to any streets, roadways, landscaping, improvements, or parking areas caused during the construction of Improvements on a Lot will be immediately repaired by the Owner, and said streets will be maintained by the Owner in a clean and sightly condition during said construction. Nothing herein contained will be deemed to prevent Committee, or the Owner of the Lot so damaged, from proceeding at law to recover damages for such constructing Owner's failure to make such repairs.

2. Sidewalks. Each Owner will install at its expense, sidewalks which will comply with the requirements of appropriate governmental authorities. The edge of the sidewalk nearest the Dwelling House will be installed within four inches (4") of the front Lot line and within the parkway.

3. Landscaping; Trees. Each Owner will keep its Lot landscaped to maintain a neat, clean appearance and in a manner to reasonably control erosion of the Lot. Each Owner will plant, within the time period to substantially complete the Dwelling House, two (2) trees in a location, of a size, and of a type in accordance with governmental ordinances; provided, however, such trees will each be at least two and one-half inches (2½") in diameter.

4. Storm Sewers. Dwelling House connections to the storm sewers on the Property will be constructed substantially in accordance with the "Typical Overhead Sewer Connection" detail shown on Exhibit "B" attached hereto and made a part hereof. Such connection will incorporate a sump pump with an overhead connection to the storm sewer. No footing tile will be connected directly to the storm sewer lead, but will be connected to the sump pump.

5. NIPSCO Good Cents Program Construction. The following standards will apply to the construction of Dwelling Houses until this Declaration terminates in order for the Property to comply with the Northern Indiana Public Service Company's (NIPSCO) Good Cents Program for energy efficient homes (a "Good Cents Home").

(a) Construction Standards. Each Owner will construct the Dwelling House on its Lot to meet or exceed the following construction standards (or such standards which NIPSCO requires for a Good Cents Home if such standards exceed the following standards):

(i) Floor Insulation. R19 over crawl space or unconditioned basement with polyethylene ground cover.

R10 perimeter slab insulation.

R10 basement wall insulation.

(ii) Wall Insulation. R19; band joint insulated.

(iii) Ceiling Insulation. R40.

(iv) Infiltration Barrier. All exterior joints around windows and door frames, corner joints, sole plates and penetrations through the exterior building envelope shall be properly caulked, gasketed, weatherstripped or otherwise sealed. A vapor retarder shall be included on the interior surface of all exterior walls. Also, a polyethylene ground cover shall be used.

(v) Doors. Insulated and weatherstripped.

(vi) Windows. Double-glazed with thermal break ( $U=0.55$ ).

(vii) Ventilation. Attic: A balanced, fixed-louvered system with a minimum 1-square inch of net free vent area per 2-square-foot of attic floor area.

Crawl space: Provide cross ventilation through openings located as close to the corners as practical, and about equally distributed along at least two opposite sides.

Living area: Exhaust fans and dryer vents shall be vented outside, not to the attic or crawl space.

(viii) Duct System. Properly sized, designed and installed. Tape and seal joints, insulated ducts exposed to unconditioned space.

(ix) Water Heating. High-efficiency conforming to ASHRAE 90A.

(x) Space Conditioning. Space conditioning equipment shall be sized following the methods and procedures in the Air Conditioning Contractors of America (ACCA) Manual J, Seventh Edition, or the ASHRAE Handbook.

Gas furnace back-up: Minimum AFUE ratings of 80%; provided with outside combustion air as needed.

Air heat pump: Minimum efficiency of 10.0 SEER and/or a 6.7 HSPF.

Geothermal heat pump: Minimum COP 3:1 at 70° F entering water temperature.

Space cooling: Minimum 10.0 SEER; properly sized.

(xi) Duct Design Drawings.

Builders must submit a duct design schematic to NIPSCO with all duct sizes indicated on the drawing.

(xii) Inspections.

Two inspections will be conducted by your NIPSCO representative.

First inspection: This is conducted before dry wall installation to verify that insulation and ductwork requirements are met.

Second inspection: The final inspection is conducted prior to owner occupancy to insure that all program requirements are met.

(xiii) New Home Construction.

Heat pump must be a first-time installation in a new, single-family home.

(xiv) Use NIPSCO Energy.

Your home construction must be supplied with electricity by NIPSCO.

6. Erosion Control. Each Owner will take the following erosion control measures during the construction of its Dwelling House or during any land disturbing activity as defined in 327 I.A.C. 15-5-4, as amended, provided, however, nothing herein will suspend or supersede the need to comply with the requirements of 327 I.A.C. 15-1 *et seq.*, as such regulations may amended or replaced with successor regulations:

(a) Sediment-laden water which otherwise would flow from the site shall be detained by erosion control practices appropriate to minimize sedimentation and erosion. No storm water shall be discharged from the Lot in a manner causing erosion of the Lot. Proper erosion control practices include the use of such as filter (silt) strips, diversions, straw bales, filter (silt) fences, inlet protection measures, slope minimization, phased construction, maximizing tree coverage, temporary and permanent seeding of vegetation, mulching, and sodding.

(b) Appropriate measures shall be taken by the Owner to minimize or eliminate wastes or unused building materials, including, but not limited to, garbage debris, cleaning wastes, wastewater, and other substances from being carried from a Lot by run-off. Proper disposal or management of all wastes and unused building materials, appropriate to the nature of the waste or material, is required.



(c) Sediment being tracked from a Lot onto public or private roadways shall be minimized;

(d) Public or private roadways shall be kept cleared of accumulated sediment. Bulk clearing of accumulated sediment shall not include flushing the area with water. Cleared sediment shall be returned to the point of likely origin or other suitable location.

(e) All on-site storm drain inlets shall be protected against sedimentation with straw bales, filter fabric, or equivalent barriers meeting accepted design criteria, standards, and specification for that purpose.

All measures involving erosion control practices shall be designed and installed in accordance with the requirements of the State of Indiana set out in 327-I.A.C. 15-1 *et seq.*, as such regulations may amended or replaced with successor regulations, provided, however, that the minimum requirements above will at all times be followed unless prohibited by law or ordinance.

7. Basis of Approval. Approval of plans and specifications by the Committee will be based, among other things, on adequacy of Lot dimensions, conformity and harmony of external design and of location with neighboring structures and Lots, relation of finished grades and elevations to neighboring Lots, and conformity to both the specific and general intent of this Declaration.

8. Disclaimer of Liability. The Committee, Declarant, and Developer make no warranties or representations regarding compliance with the law or the energy efficiency of the standards. Neither the Committee nor any member or agent thereof, the Declarant, nor the Developer will be liable for any damage, loss, or prejudice suffered or claimed by any Owner or builder who complies with the construction standards (and such person or entity who submits such plans will hold the Committee and the members and agents thereof harmless from all damage, loss or prejudice suffered or claimed by any third party) on account of (i) any defects in the standards and specifications provided in the foregoing provisions; (ii) any structural or other defects in any work done according to standards and specifications; (iii) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (iv) the construction or performance of any work, whether or not pursuant to such standards and specifications.

#### ARTICLE VII - Maintenance of Lots.

Each Owner of any Lot will keep its Lot, Dwelling House, Improvements, landscaping, and appurtenances thereon at all times in a safe, clean, maintained, neat and wholesome condition, and will comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements in force from time to time. Each such Owner, Tenant or occupant will remove, at his own expense, any rubbish or trash or any character which may accumulate on its Lot. Rubbish, trash, garbage, or other waste will be kept only in properly covered containers. Rubbish and trash will not be disposed of on the Property by burning.

#### ARTICLE VIII - Enforcement

Every violation of this Declaration or any part hereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner will be applicable against every such violation and may be exercised by the Declarant, the Developer, and/or an Owner. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties will pay the expenses and reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity will be cumulative and not exclusive. The

failure to enforce any of the conditions, covenants, restrictions, or reservations herein contained will in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations.

## ARTICLE IX - Duration and Amendment

1. Duration. This Declaration and the covenants, restrictions, and easements set out herein will run with and bind the Property, and will insure to the benefit of and be enforceable by the Declarant, and its legal representatives, successors, and assigns. Except as otherwise expressly set forth herein, this Declaration benefits only the land described in this Declaration, and there is no intention to the benefit any persons other than those having an interest in the Property. The existence of easement rights or covenant rights in persons not owning or having an interest in the Property will not confer on any such person any right whatever to enforce the covenants, conditions, and restrictions hereby created. This Declaration will continue and remain in full force and effect at all times with respect to the Property and each part thereof (subject, however, to the right to amend the provisions hereof as provided for in Section 2 of this Article and to submit additional property to the covenants herein contained as provided for in Section 3 of this Article), until the earlier of December 31, 2021 or the date of the substantial completion of the final Dwelling House to be initially constructed on the Lots.

2. Amendment. So long as the Declarant has an interest in the Property, this Declaration, any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, by the Declarant; provided that any such change will not, in the reasonable judgment of the Declarant, materially and adversely affect the rights and obligations of the Owners; and further provided that if a Lot will be directly affected by such change, the Declarant will have first obtained the written consent of the Owner of such Lot, which consent such Owner will not withhold unreasonably. Notwithstanding the foregoing, no easement granted hereunder may be terminated without the prior approval of all other Owners, provided, however, that any easement may be relocated as provided in this Declaration. No such termination, extension, modification or amendment will be effective until a proper instrument in writing has been executed by the requisite number of Owners, acknowledged, and recorded in the Office of the Recorder of Lake County, Indiana.

3. Right to Subdivide and to Add Additional Property. The Declarant reserves the right from time to time to subdivide and resubdivide portions of the Property owned by it for the purpose of creating additional Lots within the Property without consent of any Owner. Further, the Declarant may permit the addition of land to the Property by permitting the owner of a parcel of land adjacent to the property, with the consent of the Declarant, to add such land to the Property. Such land will be added to the Property by recording in the Office of the Recorder of Lake County, Indiana, a declaration executed by Declarant and the record owner of such land, declaring such land to be subject to the terms, covenants and conditions of this Declaration and deemed to be a portion of the Property, whereupon such additional land will be bound by the terms, covenants and conditions hereof. Upon the recording of such declaration, such record owner will become and will thereafter be deemed a Declarant hereunder.

4. Variances. The Declarant may, in its reasonable discretion, grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that said variances will not materially injure any of the Property or Improvements within the Property, and will otherwise be subject to all applicable laws, ordinances, rules and regulations of any governmental agency or political subdivision having jurisdiction over the Property. No variance granted pursuant to the authority granted herein will constitute a waiver of any provision of this Declaration as applied to any other person, Owner or Lot.

## ARTICLE X. Additional Provisions

1. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration is or becomes illegal, null or void for any reason or will be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration will continue in full force and effect and will not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses or phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases will become or be illegal, null or void.

2. No Waiver. The failure of the Declarant or Developer to enforce any provision herein contained will in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

3. Successors. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property, or any right to possess or occupy any premises situated therein, is and will be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired such interest or right. If any portion of the Property will be acquired in lieu of foreclosure, or under the provisions of any deed of trust in the nature of a mortgage, or sold under foreclosure of any mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, personal representatives, successors or assigns will hold any such portion of the Property subject to all the covenants, liens and other provisions of this Declaration.

4. Notice. Any notice required or permitted to be given under this Declaration will be in writing and will be deemed to have been properly served when: (a) delivered in person and received for; (b) delivered by overnight or other courier; or (c) two (2) days after deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to an Owner at the Owner's last known address (which may include the address of such Owner's Lot).

5. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

6. Owner's Liability Subsequent to Sale. Upon the sale of a Lot, or, in the case of the Lot owned by Declarant, upon the sale of a portion of Declarant's Lot, the Owner so selling will not have any liability for the obligations thereon created by this Declaration which accrue against the Lot or portion thereof sold after the date of the conveyance; provided, however, that nothing herein will be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to this Declaration.

7. Singular and Plural. Words used herein, regardless of the number and gender specifically used, will be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

8. Exculpatory Clause. It is expressly understood and agreed that this document is executed by David J. Wilcox, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that David J. Wilcox, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate the real estate described herein in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of the real estate described herein or any lease or sale or any mortgage or any disposition thereof. Nothing contained in this



document will be construed as creating any personal liability or personal responsibility of the Trustee and; in particular, without limiting the generality of the foregoing, there will be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained; or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder will look solely to the trust estate from time to time. It is further understood and agreed that the said Trustee merely holds naked title to the real estate described herein and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the real estate described herein, except as represented to it by the beneficiary or beneficiaries of said Trust. Nothing contained herein will be construed as creating any liability on David J. Wilcox personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Law) as amended from time to time or any other federal, state or local law, rule or regulation. David J. Wilcox, personally, is not a "Transferor" or "Transferee" under the Law and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this document.

**Document is NOT OFFICIAL!**  
 IN WITNESS WHEREOF, the undersigned have executed this Declaration of Covenants, Easements, Conditions and Restrictions as of the day and year first above written.

**This Document is the property of the Lake County Recorder!**

DECLARANT:

DAVID J. WILCOX,  
 as Trustee under Trust No. 174836

**STOP**  
  
 David J. Wilcox, as Trustee



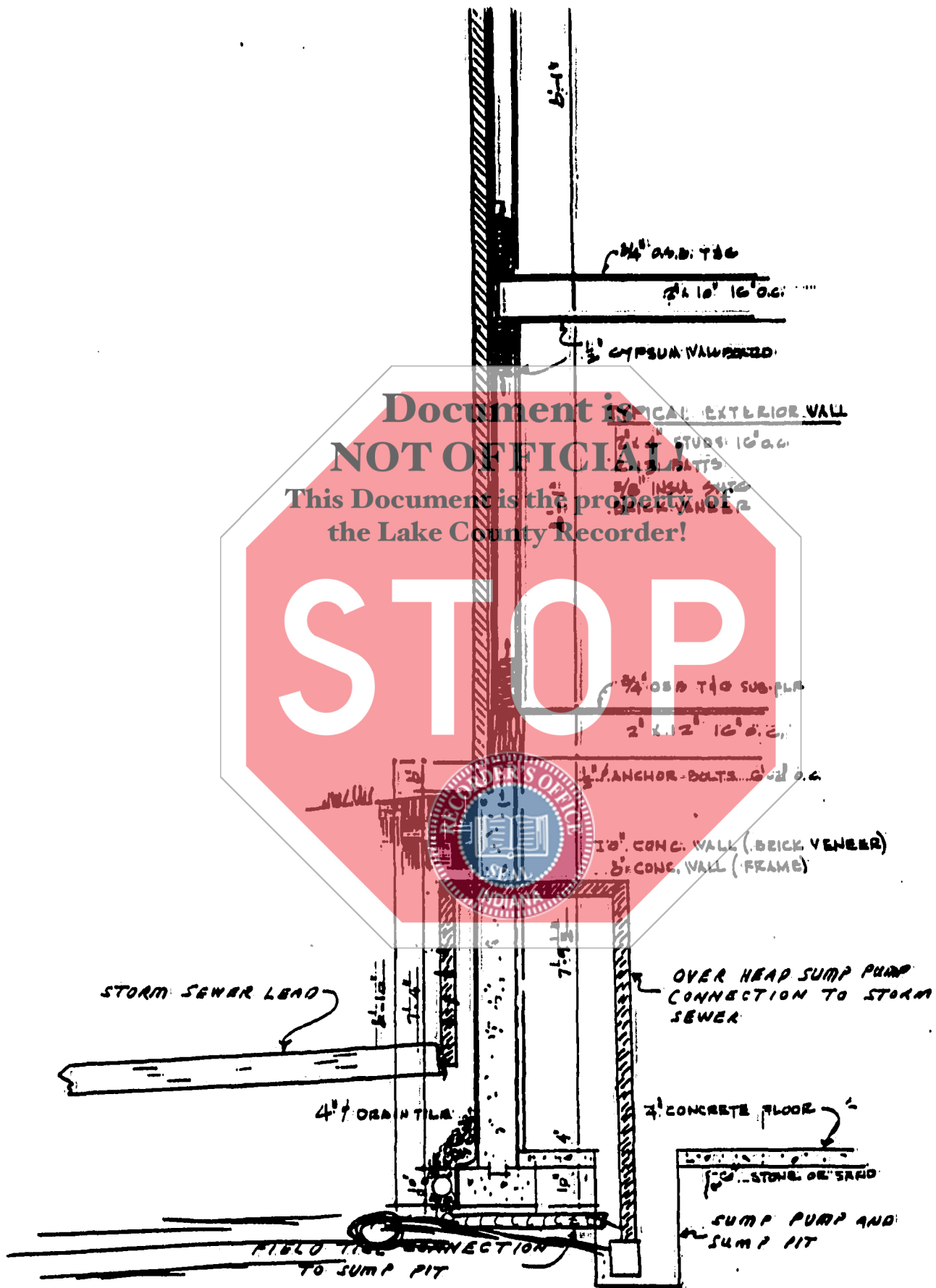
STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Lake )

Before me the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared David J. Wilcox, as Trustee under a Trust Agreement dated January 21, 1993, and known as Trust No. 174836, and acknowledged the execution of this instrument this 8th day of July, 1993.

My Commission Expires: 10-24-96  
 County of Residence: Lake

  
 Gloria Miller, Notary Public





TYPICAL OVERHEAD SEWER CONNECTION

EXHIBIT "B"