

Hawk Dev.

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DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO LOTS IN EAGLE RIDGE ESTATES, UNIT 2, AN
ADDITION TO THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

This Declaration made this 4th day of OCTOBER, 1996, by
Hawk Development Corp., an Indiana corporation, by its President
and Secretary, hereinafter referred to as "Owner" or "Developer".
SAM OPLON
AUDITOR LAKE COUNTY

RECITALS, INTENT AND PURPOSES

WHEREAS, the Owner holds title to certain real estate in the
Town of Schererville, Lake County, Indiana, which is more
particularly described on Exhibit "A" attached hereto and
incorporated herein by reference; and

WHEREAS, the Owner as Developer has caused a plat of
subdivision to be approved by the Town of Schererville and the
same has been recorded in the Office of the Recorder on the 16th
day of OCTOBER, 1996 as Document No. 96068749.

NOW, THEREFORE, the Owner and Developer hereby declare that
all of the property described on Exhibit "A", except Outlots A,
B, & C shall be held, sold and conveyed subject to the following
easements, restrictions, covenants and conditions, all of which
are for the purpose of enhancing and protecting the value,
desirability, and attractiveness of the property. These
easements, restrictions, covenants and conditions shall run with
the real estate described in Exhibit "A" as part of a general
plan of development and shall be binding on all parties having or
acquired any right, title or interest in the property or any part
thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
ARCHITECTURAL CONTROL

No building, improvement, or other structure shall be
commenced, erected or maintained on the property and no exterior
addition, change or alteration shall be made until the plans,
specifications, plot plan showing grading and drainage, and
exterior elevations have been submitted to and approved in
writing by the developer (Hawk Development Corp.), or its duly
authorized agents or assigns as to quality of structure and
materials, and harmony of external design with existing
structures. The submission so made shall also include the square
footage of the proposed improvement.

The Owner and Developer, his employees, agents and repre-
sentatives shall not be liable for any damage, loss or prejudice

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suffered or claimed by any owner or contractor who submits such plans on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and; (e) the development of any property within Eagle Ridge Estates Additions to the Town of Schererville, Lake County, Indiana. Any person submitting plans to the Owner and Developer shall hold the Owner and Developer harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

ARTICLE II

USE RESTRICTIONS

A. **CONVEYANCE.** Each lot shall be conveyed as a separately designated and legally described freehold interest subject to the terms, conditions and provisions hereof.

B. **USE.** All lots in this subdivision shall be used for one family residential purposes only.

C. **MINIMUM FLOOR AREA.** The computation of square footage shall exclude porches, breezeways, garages and basements. All garages shall be attached to the principal residential structure and shall be sized for a minimum of two cars. All construction shall be in accordance with R-1 zoning requirements effective in the Town of Schererville.

THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS 70 THROUGH 126, INCLUSIVE:

- 1.) All one story residential structures shall have a minimum total useable floor area of 1,500 square feet.
- 2.) All two story residential structures shall have a minimum total useable floor area of 2,000 square feet.
- 3.) The following types of structures will not be permitted: Bi-Levels, Tri-Levels, any type of home constructed on a slab or crawlspace.

D. **TEMPORARY STRUCTURES.** No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn, or other building shall be used on the property at any time as a residence, either temporarily or permanently.

E. **TYPE OF CONSTRUCTION.** No building previously constructed elsewhere shall be moved upon any lot within this subdivision.

F. **APPEARANCE.**

1.) All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.

2.) Roof pitches are to be a minimum of 6/12 pitch.

3.) At least 25% of the front exterior of the house shall be masonry brick or stone.

G. **GRADING & EXCESS MATERIAL.**

1.) Grading of lots shall be in compliance with the Town of Schererville requirements and the master grading plan prepared for this development plus grading shall be performed so as not to damage the adjacent lot or lots.

2.) All excess material that is to be removed from any lot by reason of construction purposes shall not be removed from this subdivision. All such materials shall be used for fill purposes on any lot or lots within Eagle Ridge whose existing grades are lower than the adjacent top of street curb as determined by declarant. At the prior written direction of the architectural review committee, said surplus material shall be removed and so deposited at the expense of the party charged with removing said material. Lot owners who are depositing excess material are responsible to level out material.

3.) No building debris or concrete (including wash outs) is to be placed on any lot other than the lot they are working on at present time. All infrastructure are the responsibility of the builder/lot owner until the Town of Schererville accepts the subdivision. Owners, whether legal or reserve, are to maintain their lot(s) from debris, mowing and erosion.

H. **STORAGE.** No recreational vehicle (motor home, trailer, boat, camper, etc.) shall be permitted to be parked on any lot or anywhere in the subdivision for more than 48 hours unless in a garage.

I. **FENCES.** Fences no greater than four feet (4') in height may be constructed around the side and rear yards of any lot in the subdivision. A greater height may be allowed if the same is required by ordinance or statutes around a swimming pool. Any fence constructed along the North lot line of lots 100 thru 107 inclusive, and Lots 118, 119, and 120 inclusive may be six feet (6') in height. In any and all events, chain link fences are prohibited from use anywhere in the subdivision.

J. **SIDEWALKS.** Any residence or dwelling house erected on any lot shall provide a five (5') foot public sidewalk of poured concrete along all street frontage and within the public right-of-way.

K. **COMPLIANCE WITH EROSION CONTROL.**

1.) The front, side and rear yards of each lot shall be seeded or sodded in grass within nine (9) months after the Certificate of Occupancy is issued, furthermore all owners of record shall be responsible for Erosion Control maintenance of their lot from date of contract sale.

2.) The developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15, Storm Water Runoff Associated with Construction Activity. Builder agrees to comply with the terms of the Developer's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

3.) The Builder shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Builder, Builder's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the developer.

L. DEED RESTRICTIONS. Each deed of conveyance of any lots in the residential area shall contain the following restrictions:

1.) "It is hereby covenanted and agreed upon by and between the parties hereto, and it is part of the consideration of this deed, that the Grantee shall begin construction of the dwelling to be placed upon the premises within one year from the date of this deed. If Grantee fails to begin construction within said period, then Grantee will on written demand from the grantor and upon tender to Grantee of the purchase price, reconvey the premises to the Grantor free and clear of all liens and encumbrances. If Grantee fails to reconvey within 30 days from the date of receipt of said written demand, then and in that event, the real estate shall revert to the Grantor, its successors or assigns, and the Grantor, its successors or assigns, shall have the right of re-entry to take immediate, full, and complete possession thereof."

2.) "It is hereby further covenanted and agreed by and between the parties hereto, and it is a part of the consideration of this deed, that the Grantee shall complete the dwelling to be placed on the premises within two years from the date of this deed. If Grantee fails to complete the construction of said dwelling within said period, then the Grantee will on written demand from the Grantor and upon tender to Grantee of the purchase price and reasonable value of improvements, if any, placed on the premises by Grantee, reconvey the premises to Grantor free and clear of all liens and encumbrances."

3.) "There is hereby expressly reserved to the grantor, its successors or assigns, the right of first refusal to repurchase said real estate together with any improvements thereon at any time within 10 years from the date of this deed for a sum equal to the original purchase price plus the true value of improvements made thereon as evidenced by Contractor affidavit together with sub-contractor bills."

ARTICLE III

OUTLOT OWNERS ASSOCIATION

A. OUTLOTS. As shown on the recorded Plat of Subdivision, Outlot "A" & "C" shall be platted and set aside for the specific purpose of nature preservation, and storm water management and control.

B. NOT-FOR-PROFIT CORPORATION. A Not-for-Profit Corporation shall be created and incorporated for the express purpose of ownership of the Outlots, and to ensure the high standards of maintenance and operation of the property in the Subdivision set aside for nature preservation and storm water management and control. Every record owner of a fee simple interest in the lots in the Subdivision shall become and be a member of the Not-for-Profit Corporation, and each such member shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of members, provided, that where title to a lot is in more than one (1) name, such co-owners acting jointly shall be entitled to but one (1) vote. Each lot on the Plat of the Subdivision shall be deemed to be a separate lot entitling the Owner thereof to one (1) vote for each lot owned.

C. USE OF OUTLOTS. The Owners of lots shall be permitted to use the area of the Outlots delineated on the Plat for any use not inconsistent with the Drainage and Retention designed for the Subdivision. No structure of any type or kind shall be erected, placed or altered nor shall any of the grades be changed or disturbed on any Outlot in any manner by any party or lot owner.

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the Lake County Recorder!
ARTICLE IV

AMENDMENTS OR CHANGES

Amendments or changes in the restrictions and declarations set forth herein shall be proposed and adopted as follows:

A. NOTICE. Notice of the subject matter of the proposed amendment in reasonable detailed form shall be included in a notice of a meeting to be held and shall be given to all owners of lots or half-lots within the subdivision.

B. RESOLUTION. A resolution adopting a proposed amendment following such meeting must be adopted by not less than seventy-five percent (75%) of the total number of lot owners within the subdivision. Lot owners not present at a meeting considering such amendment may vote by proxy.

C. RECORDING. Owners may execute a power of attorney designating an attorney-in-fact to execute documents indicating the adoption of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorneys-in-fact or by the respective lot owners in such form as to be recordable in the Office of the Recorder of Lake County, Indiana.

ARTICLE V

EXISTANCE AND TERMINATION

The covenants and restrictions herein set forth shall continue in perpetuity and shall be terminated, if at all, by the agreement of the lot owners and their respective mortgages, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the recording of instruments. The termination shall become effective when such agreements have been recorded in the Office of the Recorder of Lake County, Indiana.

ARTICLE VI

GENERAL PROVISIONS

A. **SEVERABILITY.** Invalidation of any one (1) of these covenants or restrictions by judgement or Court Order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.

B. **ENFORCEMENT.** The Developer, his heirs, successors and assigns, or any owner of a lot or any mortgage of property within the subdivision, shall have the right to enforce any provision of this Declaration by any proceeding of law or equity. Any owner found to be in violation by a Court of competent jurisdiction of any provisions of this Declaration shall also be liable for reasonable attorney fees incurred in prosecuting such action and in enforcing the terms and conditions hereof. The failure to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. The Developer has no personal liability, obligation or responsibility to enforce the Declaration of Restrictive Covenants, or any part thereof, detailed herein.

Restrictions do not provide for forfeiture or reversion thereof.



IN WITNESS WHEREOF, HAWK DEVELOPMENT CORP., an Indiana Corporation, by its President and Secretary, has caused this instrument to be signed on this 4th day of OCTOBER, 1996.

HAWK DEVELOPMENT CORP.
an Indiana corporation

By: [Signature]
J. W. HAWK, President

ATTEST: [Signature]
J. W. Hawk, Secretary

Document is
NOT OFFICIAL!

STATE OF INDIANA
COUNTY OF LAKE

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the Lake County Recorder!



Before me, a Notary Public in and for said County and State, personally appeared the within named J. W. HAWK, the president and secretary of HAWK DEVELOPMENT CORP., an Indiana Corporation, who acknowledged execution of the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 4TH day of OCT., 1996

My Commission Expires: 4-3-98
County of Residence: LAKE

[Signature]
Notary Public



THIS INSTRUMENT PREPARED BY: J. W. HAWK