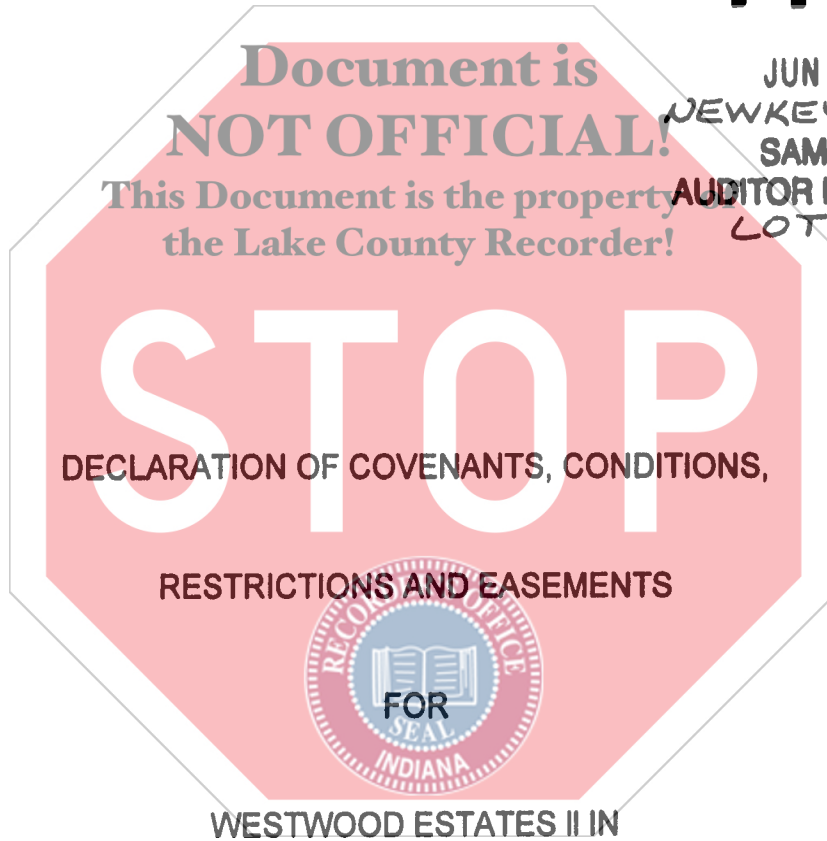


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RETURN TO: VLADIMIR GASTEVICH, ESQ.
ONE PROFESSIONAL CENTER
SUITE 315
CROWN POINT, INDIANA 46307

FILED



JUN 02 1997
NEWKEYS 15-702-1 to 8
SAM ORLICH
AUDITOR LAKE COUNTY
LOTS 9 to 16

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STATE OF INDIANA
LAKE COUNTY
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MORTIMER S. GARTNER
RECORDER

THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA

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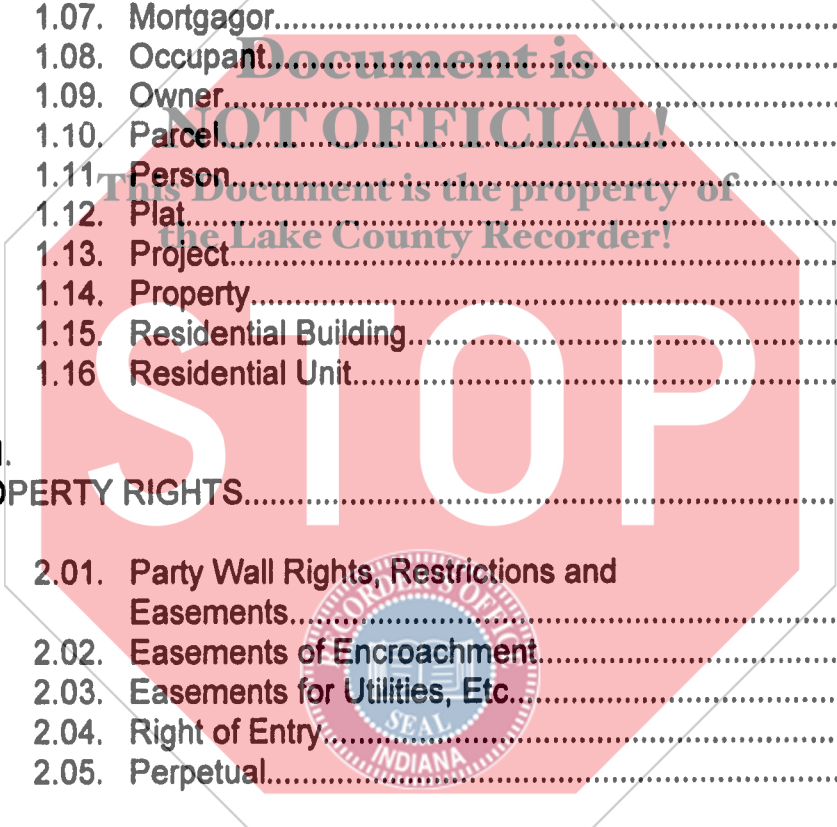
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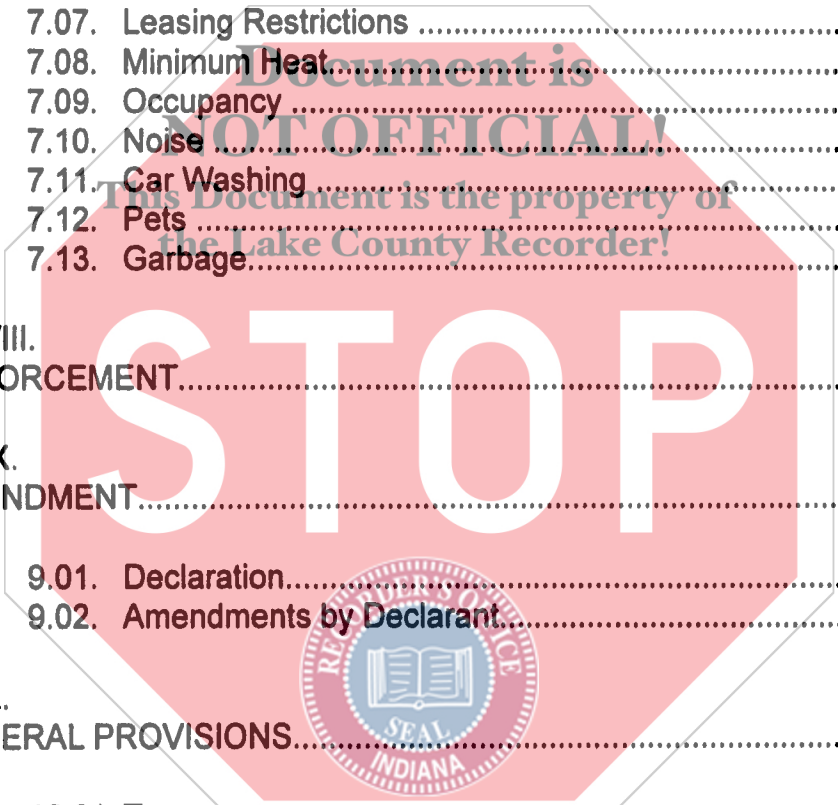
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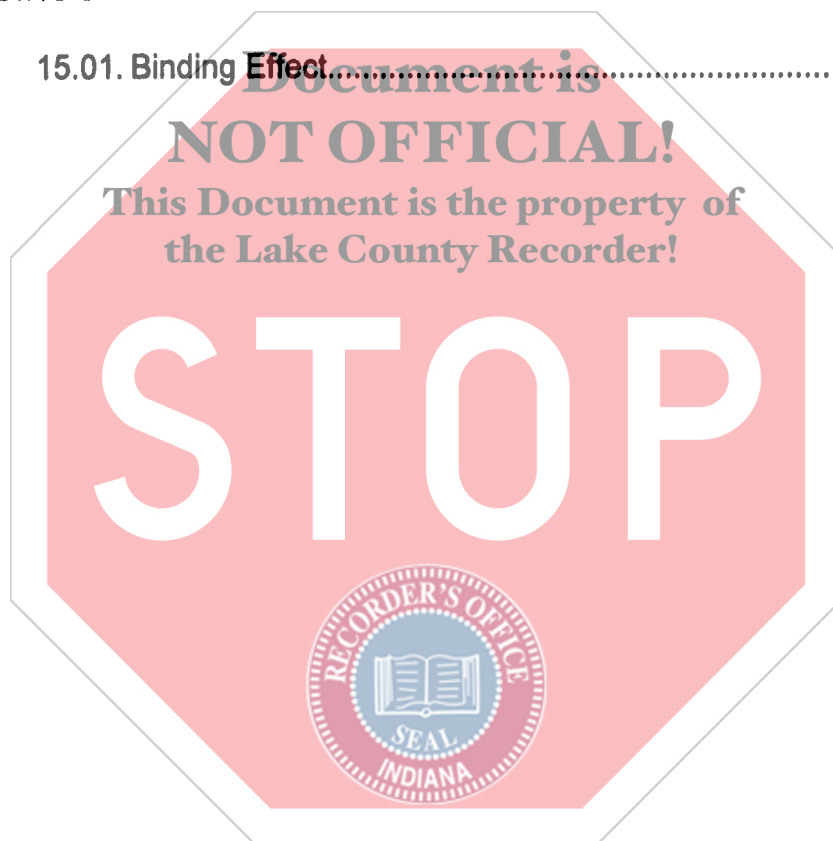
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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WESTWOOD ESTATES II**

This Declaration of Covenants, Conditions, Restrictions and Easements is made this day by WESTWOOD PARTNERSHIP, an Indiana general partnership (hereinafter referred to as "Declarant").

RECITALS:

1. All capitalized terms used herein shall have the meaning ascribed to them at the first time they are used herein or in the definition set forth in Article I below.

2. The Property is a tract of land located in Merrillville, Lake County, Indiana, which is legally described on Exhibit A attached hereto.

3. Declarant intends to, and by recording this Declaration does, subject and submit to the provisions of this Declaration the Property.

4. Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Property made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, enhancement, preservation, use and enjoyment of the Property.

NOW, THEREFORE, Declarant hereby declares that only the real property legally described in Exhibit A and referred to herein as the Property is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, burdens, uses, privileges, charges and liens which shall exist at all times hereafter among all parties having or acquiring any right, title or interest in or to the Property; which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1.01. "Architectural Control Committee" or "Committee" shall mean the three (3) member committee which shall review all plans, specifications or other material prepared for the construction, renovation, modification, alteration or reconstruction of the Residential Units, and which shall administrate and enforce certain covenants, conditions and restrictions set forth herein.

Section 1.02. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Project. Such standard may be more specifically determined and set forth by the Architectural Control Committee.

Section 1.03. "Declarant" shall mean Westwood Partnership, an Indiana general partnership, its successors and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant as provided in Article XI hereof.

Section 1.04. "Family" shall mean one or more persons who are living together maintaining a common household.

Section 1.05. "Mortgage" shall include a deed of trust, as well as a mortgage.

Section 1.06. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 1.07. "Mortgagor" shall include the trustor of a deed of trust, as well as a mortgagor.

Section 1.08. "Occupant" shall mean and refer to one or more Persons or entities which may at any time be entitled to the use and possession of a Residential Unit, or any part thereof, by lease, license, contract or any other means, whether or not lawful, and shall include, without limitation, Owners, tenants, subtenants, and their guests and invitees.

Section 1.09. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Residential Unit which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

Section 1.10. "Parcel" shall mean a part of the Property, fee simple title to which shall be conveyed by deed of the Declarant to each Owner, upon which an attached, single-family Residential Unit and other improvements are located or to be located.

Section 1.11. "Person" means a natural person, a corporation, a partnership, trustee or other legal entity.

Section 1.12. "Plat" shall mean the plat of subdivision of the Property, recorded in the Office of the Recorder of Lake County, Indiana on _____, 1997 in Book ____, Page ____.

Section 1.13. "Project" shall mean the Property owned by Declarant and held for development under a common plan from time to time.

Section 1.14. "Property" shall mean the real estate described on Exhibit A hereto with all improvements thereon and rights appurtenant thereto.

Section 1.15. "Residential Building" shall mean a structure consisting of two (2) attached Residential Units situated upon two (2) adjacent Parcels.

Section 1.16. "Residential Unit" shall mean one of the Parcels and the attached, single-family dwelling located thereon, which is a part of the Property intended for independent ownership for use and occupancy as a single-family residence. The boundaries of the Residential Units shall be the boundary lines of the Parcels of the Property conveyed by Declarant to the Owners. For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of the Town of Merrillville, Indiana, or other local governmental entity.

ARTICLE II
PROPERTY RIGHTS

Section 2.01. Party Wall Rights, Restrictions and Easements. Subject to any other or additional provisions contained in any written agreement between parties affected, each wall which is built as part of the original construction of a Residential Unit and placed on the lot line of a Residential Unit shall constitute a party wall and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liabilities for property damage due to negligence or willful acts or omissions shall apply thereto. In the event and to the extent that the center of any wall between Residential Units shall encroach into or onto the adjacent Residential Unit, the Owner utilizing said party wall shall have a perpetual

exclusive easement appurtenant to his Residential Unit on and over such adjoining Residential Unit for the maintenance, repair and restoration of such wall and his Residential Unit to the extent that the same shall occupy such adjoining Residential Unit, and such wall shall be deemed a party wall for all purposes of this Declaration. The cost of reasonable repairs and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, the Owner who has shared the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute equally to the cost of restoration thereof, without prejudice however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. Notwithstanding any other provisions of this Declaration to the contrary, any Owner who by his negligence or willful act, or the negligence or willful act of his occupancy causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Declaration shall be appurtenant to the land and shall pass to such Owner's successors in title. Easements are hereby declared and granted to Owners having a party wall to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components through the party walls of two or more Residential Units, whether or not such walls lie in all or in part within the boundaries of a Residential Unit. Every portion of a Residential Unit which contributes to the structural support of another Residential Unit shall be burdened with an easement of structural support for the benefit of the other Residential Unit.

Section 2.02. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each adjacent Residential Unit due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance necessary to encompass any constructed encroachment, either now existing or arising in the future; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to the intentional, willful, knowing or negligent conduct on the part of any Owner or Occupant.

Section 2.03. Easements for Utilities, Etc. Declarant hereby reserves for itself and its designees (including, without limitation, the Town of Merrillville and any utility) easements upon, across over and under the Residential Units for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity.

Without limiting the generality of the foregoing, there are hereby reserved for the Town of Merrillville, Indiana, easements across all Residential Units for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on Residential Units, except as may be approved by the Declarant and the Architectural Control Committee. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant and the Architectural Control Committee shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article II shall in no way adversely affect any other recorded easement on the Property.

Section 2.04. Right of Entry. The Declarant and the Architectural Control Committee shall have the right and license, but shall not be obligated, to enter into any Residential Unit for emergency, security and safety purposes, which right may be exercised by the Declarant and the Architectural Control Committee and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Declarant and the Architectural Control Committee to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Declarant or the Architectural Control Committee.

Section 2.05. Perpetual. Notwithstanding any term or provision of this Declaration to the contrary, the easements and licenses set forth in this Article II shall be perpetual and shall not be altered or invalidated by the termination, modification, amendment or invalidity of this Declaration or any part thereof.

ARTICLE III MAINTENANCE

Section 3.01. Owner's Sole Responsibility. All maintenance of and all construction, alteration, repair and replacement of the Residential Unit and all structures, parking areas, driveways, sidewalks and other improvements thereon and all maintenance of any sidewalk or parkway located adjacent to the Owner's Residential Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard of the Project and the applicable covenants (including, without limitation, snow removal from any of the aforementioned driveways or sidewalks).

ARTICLE IV
INSURANCE AND CASUALTY LOSSES

Section 4.01. Individual Insurance. By virtue of taking title to a Residential Unit subject to the terms of this Declaration, each Owner covenants and agrees with the Owner of the adjacent, attached Residential Unit on the adjacent Parcel and all other Owners that each individual Owner shall carry blanket all-risk casualty insurance on such owner's Residential Unit and all improvements constructed thereon against loss or damage by fire or other hazards as are covered under standard extended coverage provisions for the full replacement cost thereof. Each individual Owner further covenants and agrees that in the event of any loss or damage and destruction the proceeds of such insurance shall be used only in accordance with this Declaration.

Each Owner shall also obtain a public liability policy covering the Residential Unit owned by such Owner and shall name the Owner of the adjacent, attached Residential Unit as an additional insured for all damages or injury caused by the negligence of such Owner. The public liability policy shall have at least a Three Hundred Thousand Dollars (\$300,000.00) single person limit as respects bodily injury and property damage, a Five Hundred Thousand Dollars (\$500,000.00) limit per occurrence, and a One Hundred Thousand Dollars (\$100,000.00) minimum property damage limit.

All casualty insurance coverage obtained by any Owner shall be for the respective benefited parties, as further identified in b. below. Such insurance shall be governed by the provisions hereinafter set forth.

a. All policies shall be written with a company licensed to do business in Indiana and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating, and shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Owner to be furnished to the Owner of the adjacent, attached Residential Unit.

b. All policies on Residential Units shall be for the benefit of the Residential Unit Owners and their Mortgagees as their interests may appear. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

c. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Merrillville, Indiana area.

d. Each Owner shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Owners and their respective tenants, servants, agents and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(3) that no policy may be canceled, invalidated or suspended on account of the Owner of the adjacent, attached Residential Unit or any one or more individual Owners;

(4) that no policy may be canceled, invalidated or suspended on account of the conduct of the Owner without prior demand in writing delivered to the Owner to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Owner, the Owner of the adjacent, attached Residential Unit, the Owner's Mortgagee, any one or more individual Owners, or the Architectural Control Committee;

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Owner.

Section 4.02. Damage and Destruction of Residential Unit.

Each individual Owner further covenants and agrees that in the event that any of the improvements within his Residential Unit are damaged or destroyed by any casualty, said individual Owner shall proceed promptly to repair or to reconstruct the damaged improvements in accordance with the original approved plans and specifications.

In the event that any Owner shall fail or refuse to maintain, repair or reconstruct any portion of the Residential Unit for which it is responsible under this Declaration and shall persist in such failure or refusal for thirty (30) days after written notice thereof, then in addition to all other rights and remedies as may be available at law or in equity, the Owner of the adjacent, attached Residential Unit and the Architectural Control Committee each shall have the

right, upon a preliminary finding of reasonable cause by any court having jurisdiction of the parties or the Property, to enter upon such defaulting Owner's Parcel and perform all necessary work thereof to return the Residential Unit and the Residential Building to good condition and repair or to build such structures or improvements as are necessary to restore the improvements on the non-defaulting Owner's Parcel to a complete and usable architectural unit. In the event that such failure or refusal shall result in any condition which is causing or is likely to cause immediate and substantial harm to persons or property outside of such defaulting Owner's Parcel, such right of entry shall be immediate. All costs incurred as a result of such entry and the work performed on such defaulting Owner's behalf shall be payable on demand by the party incurring such costs, and shall constitute a lien on such defaulting Owner's Parcel from the date(s) incurred in favor of the party incurring such costs. If said costs are not paid within thirty (30) days of demand by the party incurring said costs, said costs shall bear interest from the date of said demand at the rate of one percent (1%) per month, and the party incurring said costs may bring an action at law against the defaulting Owner, or may foreclose the lien against the defaulting Owner's Parcel pursuant to the laws of the State of Indiana governing mechanics' and materialmen's liens; either action shall include interest, additional expenses and reasonable attorney's fees which shall be added to the amount of the costs incurred and included in a judgment rendered. Such lien shall be subordinate to the lien of any Mortgagee.

Encroachments upon or in favor of Residential Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Residential Unit such encroachment exists, provided that such reconstruction was either made substantially in accordance with the original approved plans and specifications or as the Residential Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Residential Building stands.

ARTICLE V
NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of a Residential Unit or any part thereof, nor shall any person acquiring any interest in any Residential Unit or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

a. The Architectural Control Committee shall consist of three (3) members. The members of the Architectural Control Committee shall be designated by and shall serve at the pleasure of the Declarant or until such time

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

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

c. The Architectural Control Committee shall have the right to refuse to approve any such construction plans or specifications, grading plans or landscape plans which are not suitable or desirable, in the sole discretion of the Committee, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plans or landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties.

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

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

f. All plans, specifications, grading plans, landscape plans and other material shall be filed in the Office of the Declarant for referral to the Architectural Control Committee. The Committee's approval or disapproval on matters required by this Declaration shall be by majority vote. A report in writing setting forth the decisions of the Committee and the reasons therefor shall be

transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of filing the plans, specifications, and other materials by the applicant. In the event (i) the Architectural Control Committee fails to approve or disapprove within thirty (30) days after submission of the final plans, specifications and other material as required in this Declaration; or (ii) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required and the related requirements of this Declaration shall be deemed to be compiled with.

ARTICLE VII USE RESTRICTION

Section 7.01. Residential Restrictions. The Residential Units shall be used only for residential, personal recreational and related purposes as may more particularly be set forth in this Declaration and amendments thereto.

Section 7.02. Nuisances. No nuisances shall be allowed upon any Residential Unit nor shall any use or practice be allowed which would annoy residents or interfere with the peaceful possession and proper use of the Residential Units by its residents, or which will obstruct or interfere with the rights of other Owners. This provision shall not be construed to prohibit or limit the enforcement of any provision of the Declaration which does not constitute a nuisance.

Section 7.03. Immoral, Improper, Offensive and Unlawful Uses. No immoral, improper, offensive or unlawful use shall be made of any Residential Unit nor any part thereof and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Owners of complying with the requirements of governmental bodies regarding the maintenance, modification or repair of Residential Units shall be the same as provided in Article II and Article IV hereof.

Section 7.04. Uses Affecting Insurance Rates. An Owner shall not permit or suffer anything to be done or kept in a Residential Unit which will increase the insurance rates on any adjacent Residential Unit.

Section 7.05. Signs and Other External Uses. No Owner shall display any sign (except for temporary but tasteful "for sale" or "for rent" signs), advertisement or notice of any type on the exterior of a Residential Unit and no Owner shall erect any exterior antennae, aerials or awnings upon any Residential Unit. No clothesline or other similar device shall be allowed on any portion of any Residential Unit, except within an enclosed private courtyard.

Section 7.06. Vehicles. There shall be no outside storage or parking upon any Residential Unit of any commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device of any kind, except within the parking spaces in the Owner's garage (with the door closed) and for temporary visitors. The term "commercial vehicles" shall include all automobiles, station wagons, trucks, and vehicular equipment which shall bear signs or have printed symbols, lettering, signs or similar markings on the side of same. Parking of automobiles shall be permitted in the Owner's garage, on the Owner's driveway or on the paved public streets. All visitor parking shall be temporary and limited to the spaces designated in the previous sentence. No Owners or tenants shall repair or restore any vehicle of any kind upon any Residential Unit except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and in violation of this Article.

Section 7.07. Leasing Restrictions. All lease or rental agreements must be in writing. Residential Units shall not be leased for an initial term of less than six (6) months, nor for less than thirty (30) days for any term thereafter.

Section 7.08. Minimum Heat. The minimum heat in every Residential Unit shall not be less than 60' F. for the period of time from November 1 to April 15 each year.

Section 7.09. Occupancy. No more than one (1) family may occupy one (1) Residential Unit with no more than two (2) persons per bedroom.

Section 7.10. Noise. Loud music or television or any other sound which may be objectionable to any other Occupant is prohibited at all times.

Section 7.11. Car Washing. No car or other vehicle washing is permitted on any of the Residential Units in any manner which would allow soaps, detergents, or other chemical liquids or compounds to damage any lawn or landscaped area.

Section 7.12. Pets. Only two (2) pets (either a dog(s) or cat(s)) shall be allowed to be kept in or on a Residential Unit, and otherwise, an Owner may not keep, raise or breed any animals, livestock or poultry in or on any Residential Unit. Notwithstanding the foregoing, the following shall apply with regard to any pet which is allowed to be kept in or on a Residential Unit:

- a. Owners of a cat or dog shall be required to keep same on a leash at all times when such pets are outside the home.

b. Owners of a cat or dog shall be required to immediately removal all forms of excrement of such pets from the Property, including, but not limited to, lawns, walks, driveways, and parking areas, and such pets shall not be allowed to deposit excrement in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

c. No pet will be allowed which creates noise, emits noxious odors or creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night.

Section 7.13. Garbage. All garbage receptacles shall be located and stored in such a place as to be not visible from any ground level location in the Property, excepting only on those days of garbage collection by the Town or its contractor, in which case such garbage containers, when empty, shall be immediately relocated to a place as described above.

The foregoing use restrictions shall be deemed to be reasonable and enforceable, so long as they bear any relationship to the safety, health, happiness and enjoyment of life of all of the Owners, are in furtherance of a plan to provide for the congenial occupation of the Residential Units, to promote and protect the cooperative aspects of ownership, the value of the Residential Units, and/or facilitate the administration of the community as a first class, safe, healthy, happy, quiet, and restful residential community, and are not arbitrary and capricious. Declarant and the Architectural Control Committee are hereby granted the specific power and authority to enforce said rules and regulations in accordance with the provisions of Article VIII.

**ARTICLE VIII
ENFORCEMENT**

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

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

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

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

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

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

**ARTICLE IX
AMENDMENT**

Section 9.01. Declaration. This Declaration or any provision hereof or any covenant, condition or restriction contained herein, may be modified or amended as to the whole of the Property or any portion thereof by the affirmative vote of the Owners of seventy-five (75%) percent or more of the total number of Parcels giving one vote for each Parcel without regard to the manner in which title is held after giving written notice to all Owners of Parcels thirty (30) days prior to the meeting at which such modification or amendment is to be considered and acted upon and stating with particularity the terms and provisions of such modification or amendment. No such modification or amendment shall be effective until a proper instrument or instruments has been executed in the manner required for the conveyance of real property, and recorded in the Office of the Recorder of Lake County, Indiana.

Section 9.02. Amendments by Declarant. Notwithstanding any other provision of the Declaration, and in addition to any other right to amend elsewhere set forth herein, the Declarant alone may amend this Declaration, without the consent of the Owners, or any Mortgagee, or any other Person, (1) to correct scrivener's errors, minor defects or omissions, or (2) to comply with the requirements of Indiana law, or (3) to comply with the requirements of any governmental agency, public authority, or title insurance company, or (4) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the

Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by each such entity, or (5) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Residential Units. This Section 9.02 shall constitute an irrevocable special power of attorney to Declarant on behalf of all Owners, Mortgagees, and any and all other Persons having an interest of any kind in the Property, for so long as Declarant owns any Residential Unit or until the expiration of five (5) years from the date on which this Declaration is recorded, whichever occurs first. The amendment shall be signed by the Declarant and it shall become effective upon the recording of a copy thereof in the Office of the Recorder of Lake County, Indiana.

Document is
NOT OFFICIAL!
ARTICLE X
GENERAL PROVISIONS

This Document is the property of
the Lake County Recorder.

Section 10.01. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarant or the Owner of any Residential Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding and the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 10.02. Perpetuities. If any of the covenants, conditions, restrictions, easements or other provisions of this Declaration shall be unlawful, void or violable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

ARTICLE XI DECLARANT'S RIGHTS

Section 11.01. Declarant's Reserved Rights and Easements. Notwithstanding any provisions herein to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to any portion of the Property, for the benefit of Declarant, its successors, and assigns over, under, in, and/or on the Property, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, maintenance, repair, replacement, use and enjoyment and/or otherwise dealing with the

Property. The reserved easement shall constitute a burden on the title to all or any portion of the Property and specifically includes, but is not limited to:

- (1) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in all or any portion of the Property; and the right to tie into any portion of the Property with driveways, parking areas, streets, and drainage systems; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Property, and in connection therewith the right to store construction equipment and materials in areas owned by Declarant without payment of any fee or charge whatsoever; and
- (2) the right to construct, install, replace, relocate, maintain, repair, use and enjoy model units, parking spaces, signs, lighting, construction offices, business offices and sales offices as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction of improvements and sale of units in all or any portion of the Property;
- (3) no rights, privileges, and easements granted or reserved herein shall be merged into the title of any Residential Unit within the Property, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit claim deed from Declarant releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Property;

This Section 11.01 may not be amended without the advance written consent of Declarant.

ARTICLE XII

SEVERABILITY OF INVALID OR UNENFORCEABLE PROVISIONS

Section 12.01. Severability of Invalid or Unenforceable Provisions. If any term, covenant, provision, phrase or other element of this Declaration is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, covenant, provision, phrase or other element of this Declaration.

If any part of this Declaration, or any term, covenant, provision, phrase or other element, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Indiana, then the said laws shall be deemed controlling and the validity of the remainder of the Declaration and the application of any other term, covenant, provision, phrase or other element in other circumstances shall not be affected thereby.

ARTICLE XIII
LIMITATION ON DECLARANT'S LIABILITY

Section 13.01. Limitation on Declarant's Liability.

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

ARTICLE XIV
CAPTIONS

Section 14.01. Captions. Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration.

ARTICLE XV
BINDING EFFECT

Section 15.01. Binding Effect. This Declaration shall be binding upon and inure to the benefit of each Owner, its successors, grantees, assigns and the legal representatives thereof.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed as of this 28 day of May, 1997.

WESTWOOD PARTNERSHIP, an
Indiana general partnership

By: ATG CORPORATION, an Indiana
corporation
Its: General Partner

By: 

Its: PRESIDENT

Attest: 

Its: SECRETARY

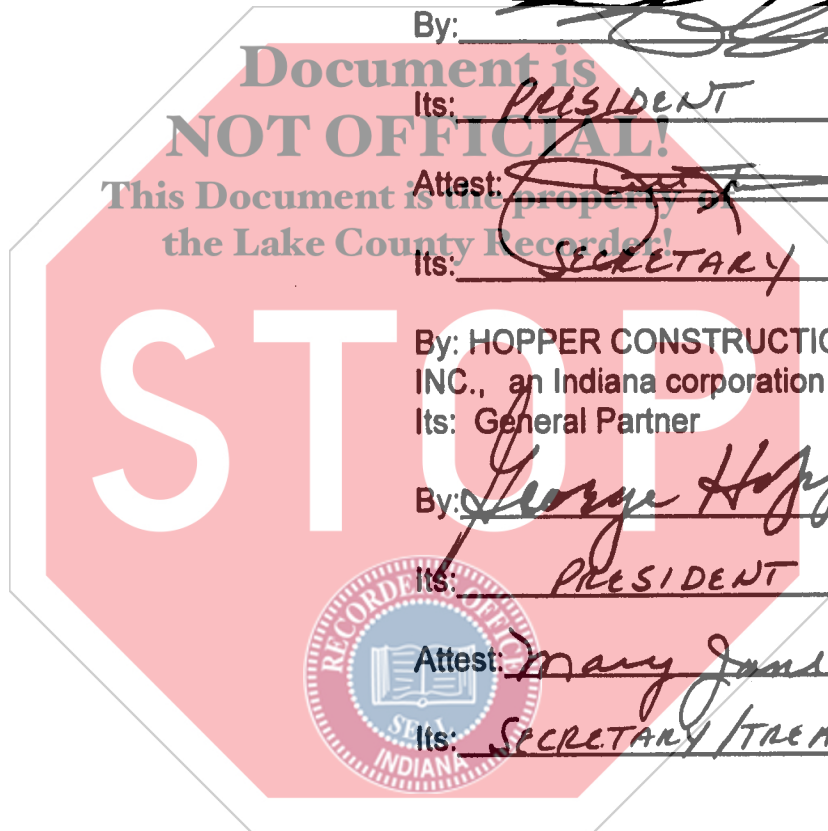
By: HOPPER CONSTRUCTION, CO.,
INC., an Indiana corporation
Its: General Partner

By: 

Its: PRESIDENT

Attest: 

Its: SECRETARY/TREASURER

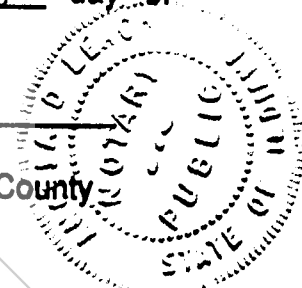


STATE OF INDIANA)
)
COUNTY OF LAKE) SS:

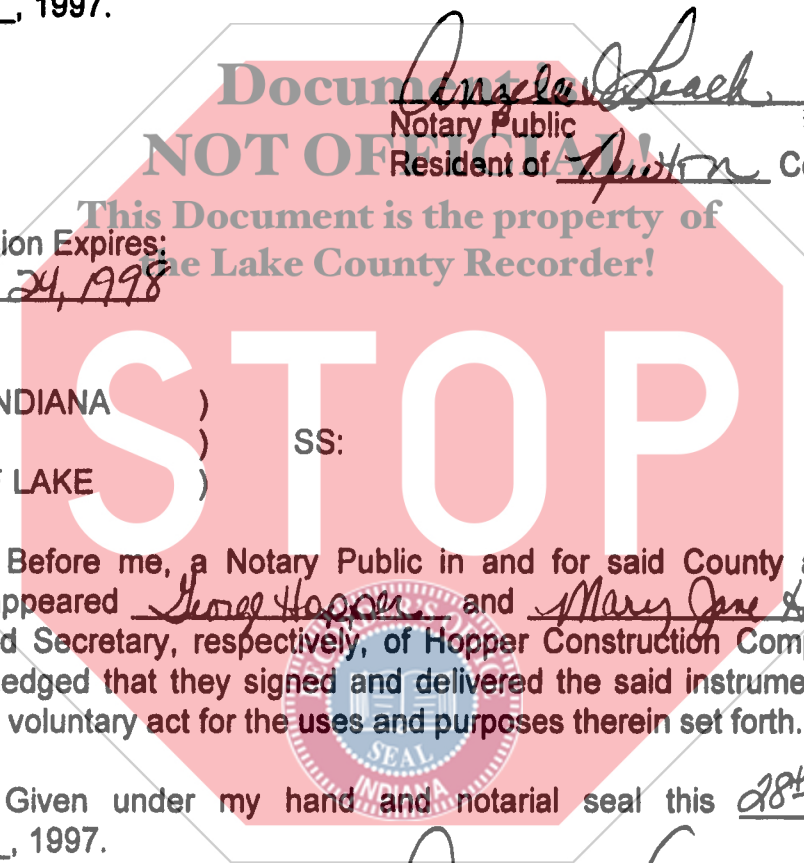
Before me, a Notary Public in and for said County and State, personally appeared Eric T. Joderich and Jayne W. Kloth the President and Secretary, respectively, of ATG Corporation, who acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and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

Given under my hand and notarial seal this 28th day of May, 1997.

Angela Leach
Notary Public
Resident of Newton County



This Document is the property of
the Lake County Recorder!
My Commission Expires:
October 24, 1998

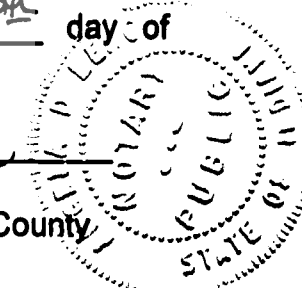


STATE OF INDIANA)
)
COUNTY OF LAKE) SS:

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

Given under my hand and notarial seal this 28th day of May, 1997.

Angela Leach
Notary Public
Resident of Newton County



My Commission Expires:
October 24, 1998

This instrument prepared by :
Vladimir Gastevich
One Professional Center
Crown Point, IN 46307

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Westwood II, as shown in Plat Book 82, Page 74, in the Office of the Recorder of Lake County, Indiana.

