

TICOR TITLE
CROWN POINT
920002678

**DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO LOTS IN CENTER CREEK ESTATES,
UNIT 1, AN ADDITION TO THE CITY OF
CROWN POINT, LAKE COUNTY, INDIANA**

This Declaration made this 13TH day of July, 2000, by David J. Wilcox, as Trustee, under the terms and provisions of a certain Trust Agreement dated May 26, 1999 and known as Trust No. 99-203971, hereinafter referred to as "Owner".

RECITALS, INTENT AND PURPOSES

WHEREAS, the Owner holds title to certain real estate in the City of Crown Point, Lake County, Indiana, which is more particularly described on Exhibit "A" (Recorded Final Plat) attached hereto and incorporates herein by reference; and,

WHEREAS, the Owner has caused a plat of subdivision to be approved by the City of Crown Point and the same has been recorded in the Office of the Recorder on the 14th day of April, 2000 as Document No. 2000 025528.

NOW, THEREFORE, the Owner hereby declares that all of the property on Exhibit "A", shall be held, sold and conveyed, subject to the 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" (Recorded Final Plat) 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.

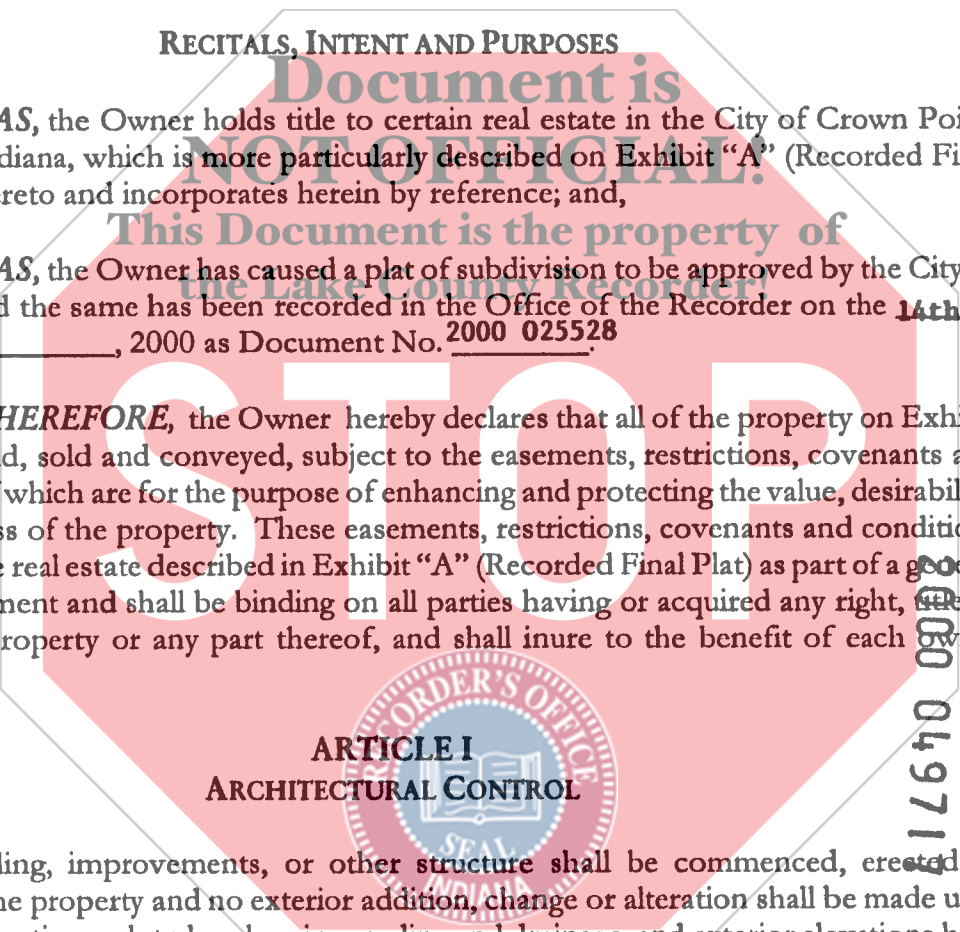
**ARTICLE I
ARCHITECTURAL CONTROL**

No building, improvements, 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 City of Crown Point and the developer, 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 include the square footage of the proposed improvements.

The Developer, his employees, agents and representatives and assignees shall not be liable for any damage, loss or prejudice suffered or claimed by any subsequent 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 and grading defects, 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

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Crown Point, Indiana

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LAKE COUNTY AUDITOR

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pursuant to approved performance of any work, whether or not pursuant to approved plans, drawings and specifications, and; (e) the development of any property within Center Creek Estates Additions to the City of Crown Point, Lake County, Indiana. Any person submitting plans to the Developer shall hold the Developer harmless from any and all damages, actual as well as punitive, loss or prejudice suffered or claimed by a subsequent purchaser or by any third party including attorney fees incurred by Developer.

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 addition shall be used for one family residential purposes* (Related living acceptable) and approved by the developer.

C. Minimum Floor Area. The computation of square footage shall exclude porches, breeze ways, 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-3 zoning requirements effective in the City of Crown Point.

THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS ONE (1) THROUGH FORTY-FOUR (44). (Restrictions).

- 1) All one story residential structures with full basement shall have a minimum total useable floor area of 1196 square feet.
- 2) All one story residential structures without basements shall have a minimum total useable floor area of 1400 square feet.
- 3) All two story residential structures shall have a minimum total useable floor area of 1800 square feet with or without basements.
- 4) All Bi-level, Tri-level, and Quad-level designed residential structures shall have a minimum total useable upper floor area of 1196 square feet.
- 5) All Cape Cod or one and one-half story residential structures shall have a minimum total useable main floor area of 1196 square feet with or without basements.
- 6) All structures with basements must have overhead plumbing.

D. Type of Construction. No building previously constructed elsewhere shall be moved up on any lot within this subdivision.

E. Appearance/Architecture.

- 1) Roof pitches are to be a minimum of 4/12 pitch.
- 2) The exterior of the house may be masonry brick or stone, and the remainder of the exterior shall be cedar, redwood, vinyl or similar material.
- 3) All chimney and plumbing stacks shall be in rear of house unless a uniform decor cover is used.
- 4) Exterior of homes without brick must have front of home with offset designs with high pitched roofs and arched windows or decor type window (subject to developer discretion).
- 5) No barns, out buildings, storage sheds, or other relative structures shall be permitted. Storage shed structures may be permitted if lot owner provides photographs and/or very specific specifications needed for developer or homeowner association to make a decision on approving said structure. Such structures must be in conformity and uniform with home and may require concrete floor and/or foundation. Subject to city restrictions, codes and ordinances. Intent is toward conformity and to maintain property values.
- 6) There shall be no parking or storage of pick-up trucks over one ton in rating or semis, commercial vehicles, box vans, trailers, boats, ATV's, RV's, or the like on any lot.

F. Grading and Excess Material.

- 1) Grading of lots shall be in compliance with the City of Crown Point requirements and the grading plan prepared for this development plus grading shall be performed drain water away from residence and also not to damage the adjacent lots or restrict water flow to designated drainage areas as shown on drawings approved by the City of Crown Point.
- 2) All excess material that is to be removed from any lot by reason of construction purposes shall be removed from this subdivision at the expense of the lot owner or builder of the residence.
- 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. Owners, whether legal or reserve, are to maintain their lot(s) from debris, mowing and erosion, and are responsible for cleaning any dirt, trash from streets caused by lot owner, lot

buyer, contractor or sub contractor. Debris may not be buried or backfilled.

G. Landscaping Requirements. Each yard of the residential unit shall be sodded or seeded. All lots shall have two (2) trees with a minimum diameter of one and one-half inch (1 1/2") caliber. See Crown Point City Ordinance 1861, 151.42 TREES.

H. Mailboxes. A standard mailbox shall be installed by each lot owner at the lot owner's expense in an area designated by the United States Post Office of the City of Crown Point.

I. Pools and Satellite Dishes.

1) Above or below ground pools are permitted at the risk of the owners and subject to permit received by owner from the City of Crown Point and compliance thereto.

2) Exterior antenna or satellite dish, not over two (2) feet in diameter, is allowed in rear yard or rear part of roof provided it cannot be seen from the front of the house.

J. Fences. Fences will be allowed in the subdivision with permits from the City of Crown Point. Materials for such fencing must be approved by developer. All materials must be maintained or painted.

K. 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, as per city ordinance.

L. 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 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 or lot owner 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 lot owner, builder, builder's employees, agents, assignees, or subcontractors which is not in compliance with the erosion control plan implemented by the developer, or referred by Rule 5 of 327 IAC 15.

ARTICLE III EXISTENCE AND TERMINATION

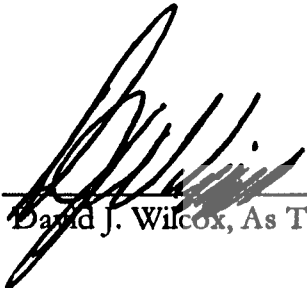
The covenants and restrictions herein set forth shall continue in perpetuity and shall be terminated, if at all, by the agreement of the lot owners and their respective mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the recording of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

ARTICLE IV GENERAL PROVISIONS

A. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no manner affect or invalidate any of the other provision, which other provisions shall remain in full force and effect.

B. Enforcement. The Owner, Developer, or his heirs, successors and assigns, or any owner of a lot or any mortgagee 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 Owner or Developer have no personal liability, obligation, or responsibility to enforce the Declaration of Restrictive Covenants, or any part thereof, detailed herein.

IN WITNESS WHEREOF, David J. Wilcox, as Trustee, under the terms and provisions of a certain Trust Agreement dated May 26, 1999 and known as Trust No. 99-203971, has caused this instrument to be signed on the 13th day of July, 2000.

By: 
David J. Wilcox, As Trustee

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STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public, in and for said County and State, this ___ day of July, 2000, personally appeared David J. Wilcox, as Trustee, under the terms and provisions of a certain trust agreement dated May 26, 1999 and known as Trust No. 99-203971, acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions Applicable to Lots in Center Creek Estates, Unit 1, an Addition to the City of Crown Point, Lake County, Indiana.

WITNESS my hand and notarial seal.

My Commission Expires:
08-24-07



Printed: Susan M. Charlebois, Notary Public

Resident of Lake County, Indiana

Rev. 7/7/00

This Instrument Prepared By: Steve H. Tokarski, Attorney No. 862-45, 7803 West 75th Avenue, Suite 1, Schererville, IN 46375 (219)322-1271 or (219)322-1501.

EXHIBIT A

**LOTS 1 TO 44 BOTH INCLUSIVE, IN CENTER CREEK ESTATES, UNIT ONE, AS PER
PLAT THEREOF, RECORDED IN PLAT BOOK 88 PAGE 39, IN THE OFFICE OF THE
RECORDER OF LAKE COUNTY, INDIANA.**

