

→ NBD TRUST #429  
c/o Box 112  
LOWELL, IN 46356

# DECLARATION OF COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS IN BROOKWOOD UNIT FOUR IN THE TOWN OF LOWELL, LAKE COUNTY, INDIANA

This Declaration is made this 5th day of September 2000 by NBD Bank, N.A. Trust Number 429 (hereinafter referred to as "Owner").

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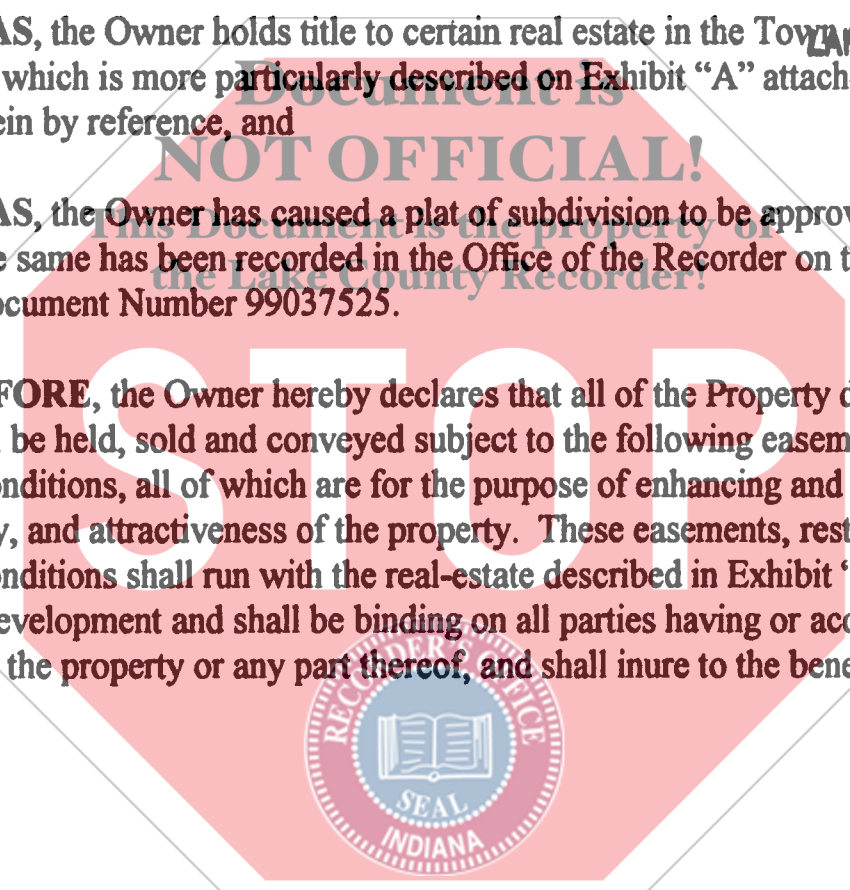
## RECITALS, INTENTS AND PURPOSES

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

PETER BENJAMIN  
LAKE COUNTY AUDITOR

**WHEREAS**, the Owner has caused a plat of subdivision to be approved by the Town of Lowell and the same has been recorded in the Office of the Recorder on the 3rd day of May, 1999 as Document Number 99037525.

**NOW, THEREFORE**, the Owner hereby declares that all of the Property described on Exhibit "A" 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 acquiring the right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.



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## ARTICLE I

### ARCHITECTURAL CONTROL

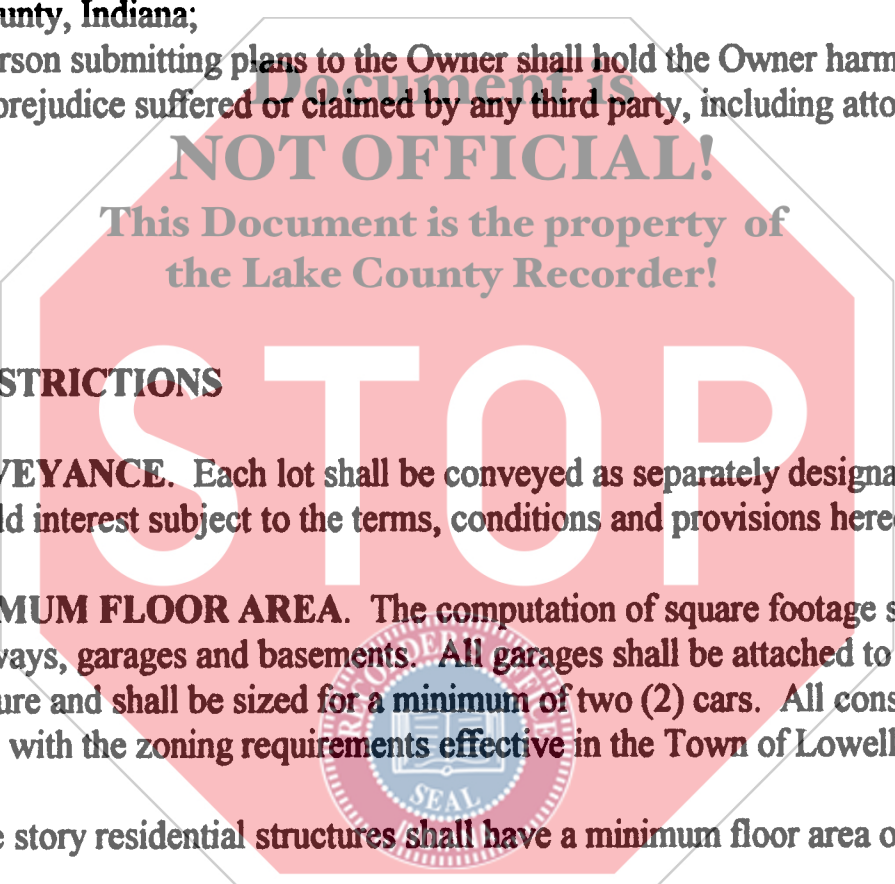
No building, improvement or other structure shall be commenced, erected or maintained on the property and no exterior addition, change or alteration shall be made until the plans, specifications, plot plan and exterior elevations have been submitted to and approved in writing by the Owner, or its duly authorized agent or assigns. The submission so made shall also include the square footage of the proposed improvement.

The Owner, his employees, agents and representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any owner or contractor who submits such plans on account of:

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- (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 effective;
- (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (e) the development of any property with Brookwood Subdivision in the Town of Lowell, Lake County, Indiana;
- (f) any person submitting plans to the Owner shall hold the Owner harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorney's fees incurred.



**ARTICLE II**

**GENERAL RESTRICTIONS**

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

**B. 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 (2) cars. All construction shall be in accordance with the zoning requirements effective in the Town of Lowell.

- 1) All one story residential structures shall have a minimum floor area of 1,350 square feet.
- 2) All Bi-level and tri-level residential structures shall have a minimum above grade floor area of 1,200 square feet.
- 3) All two-story residential structures shall have a minimum total floor area of 1,700 square feet.

**C. ROOFS.** All structures shall have approved asphalt, fiberglass or cedar shingle roofing and a minimum 6/12 roof pitch.

**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. FOUNDATIONS.** All foundations shall be poured concrete except as approved by the Architectural Committee.

**F. APPEARANCE.** All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.

**G. BUILDING LOCATION.** All houses, garages, or other structures shall be located within the boundary lines of each Lot in accordance with the setback and side yard requirements provided by the land use ordinance of the Town of Lowell, Indiana and approved by the Architectural Committee. All structures and their location must be approved in writing by the Architectural Committee prior to the building of such structures.

**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. MAINTENANCE OF LOTS AND IMPROVEMENTS.** The owner of any lot in Brookwood shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. The owner shall remove all debris or rubbish from the property. The owner shall remove all weeds and or unsightly growth in excess of 6 inches. The owner shall keep the exterior of all improvements in such state of repair as to avoid their becoming unsightly and detracting from or diminishing the aesthetic appearance of Brookwood.

**J. FENCES.** Fences no greater than four feet (4') in height may be constructed around the rear yard 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. In any and all events, chain link fences are prohibited from use anywhere in the subdivision. All fences and their location must be approved in writing by the Architectural Committee prior to installation.

**K. SIDEWALKS.** Any residence or dwelling house erected on any lot shall provide a five foot (5') wide by four inch (4") thick public sidewalk of poured concrete along all street frontage and within the public right-of-way.

**L. EROSION CONTROL.** The front, side, and rear yards of each lot shall be seeded or sodded in grass within nine (9) months of the issuance of the Certificate of Occupancy. Furthermore all owners of record shall be responsible for Erosion Control maintenance of their lot from the date of possession to commence to build or the date of closing on the sale, whichever occurs first.

**M. NUISANCES.** No noxious or offensive activity shall be carried on upon any lot in Brookwood, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No carport, driveway, or parking area on any lot may be used as a parking place for junk vehicles. Junk vehicles shall include any vehicle which requires a license to operate on, over or across any highway, road or street and which is incapable of moving under its own power, or which is not properly licensed for operation. No motor vehicle kept for racing or other competitive purpose shall be stored on any lot, except such vehicles which are stored in a garage. No waste trash or garbage of any sort shall be allowed on any Lot.

**N. UTILITY SERVICE.** All utility service, including electrical, telephone and cable television shall be underground service.

**O. CONSTRUCTION CONTROL AND TIME TABLE.** All structures shall be constructed by a licensed general contractor, unless otherwise approved by the Architectural Committee. Erosion control during construction of residences shall be the responsibility of the lot owner. Each lot owner shall keep the lot free of construction debris by providing a dumpster or ensuring that all debris is kept inside the structure. No construction debris shall be disposed of by open burning. Each residence shall be constructed and occupied within 2 years of acceptance of the purchase agreement of the lot from the Developer or purchaser agrees to reimburse the Developer for his costs to install the Utilities.

**P. DRIVEWAYS.** All driveways shall be of poured concrete at a minimum of four (4) inches thickness reinforced with welded wire fabric made specifically for that purpose.

**Q. LANDSCAPING.** Each Owner shall plant one tree, at Owner's expense, on the front of each Lot (not in the public easement). Such tree shall have a minimum trunk diameter of two (2) inches as measured twelve (12) inches above the ground and shall be at least six (6) feet in height. Planting shall be completed within six (6) months of occupancy of the home.

## **ARTICLE III**

### **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 within the subdivision.

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

#### **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 mortgagors, 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 V**

#### **GENERAL PROVISIONS**

**A. SEVERABILITY.** Invalidation of any one or more of these covenants or restrictions by judgment or Court Order shall in no manner affect or invalidate any of the other provisions. The other provisions shall remain in full force and effect.

**B. ENFORCEMENT.** The Owner, his heirs, successors and assigns, or any owner of a lot or any mortgage holder of property within the subdivision, shall have the right to enforce any Provision of these Declarations by any proceeding of law or equity. Any owner found to be in violation by a Court of competent jurisdiction of any provision 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 provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Restrictions do not provide for forfeiture or reversion thereof.

## EXHIBIT "A"

### THE LAND REFERRED TO IS DESCRIBED AS FOLLOWS:

LOTS 30, 31, 32, 33, 34, 35, 44, 45, 46, 47, 48, 49, 50, 51, and 52 BROOKWOOD  
SUBDIVISION UNIT FOUR, AN ADDITION TO THE TOWN OF LOWELL, AS  
SHOWN IN THE PLAT BOOK 86, PAGE 61.

