

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
BRIANNA WOODS ESTATES SUBDIVISION, AN ADDITION TO LAKE
COUNTY, INDIANA.

This Declaration of Restrictive Covenants of Brianna Woods Estates subdivision, an addition to Lake County, Indiana, is made this 29th day of May, 2002.

Whereas, Declarant is the owner of the following described Real Estate, hereby known as Brianna Woods Estates Subdivision, an addition to Lake County, Indiana, and does certify that it has platted, and subdivided said Real Estate in accordance with the plat attached hereto, to wit:

Part of the South one-half (S1/2) of the South one-half (S1/2) of the Northwest one-quarter (NW1/4) of Section Twenty-Eight (28), and the South one-half (S1/2) of the North one-half (N1/2) of the of the South one-half (S1/2) of the Northwest one-quarter (NW1/4) of Section Twenty-Eight, and the West one-half (W1/2) of the Southwest one-quarter (SW1/4) of the Northeast one-quarter (NE1/4) of Section Twenty-Eight (28). Excepting the East 26.4 feet thereof, all in Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana.

Now, therefore, Declarant hereby declares that the Real Estate is, and shall be, held, transferred, sold, conveyed, occupied, and subject to the Covenants, restrictions, terms and provisions of the Declaration, 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 "real estate described above" 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.

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

ARTICLE I

GENERAL PURPOSES

The real estate is subject hereto to its proper use and enjoyment, and its appropriate development and improvement; to protect each owner of a lot against the use of the other lots as may depreciate the value of the real estate; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain property setbacks from streets and adequate free spaces between structures. It is the intention and purpose hereof to assure that all dwellings shall be of a quality of design, workmanship, and materials approved by the Architectural Review committee, as hereinafter defined.

ARTICLE II

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

Three Springs
12132 Hawthorne Place
Cedar Lake, IN 46303

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until the plans, specifications, plot plan showing grading and drainage, and exterior elevations have been submitted to and approved in writing by 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 also include the square footage of the proposed improvement.

The Owner and Developer, 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 (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 Brianna Woods Estates Subdivision Addition to 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.

- A. **Builders.** All builders must be licensed and approved by the Architectural Control Committee.
- B. **Landscaping.** A minimum of 10 shrubs planted in front yard and a minimum of four trees must be planted in the front parkway with a trunk diameter of at least three (3) inches, measured one foot (1') from the ground. Street trees namely planted shall be located six feet (6') from the back of curb and shall be no closer together than thirty feet (30'), nor further apart than sixty feet (60'). Street trees shall be located such that they will not cause destruction to streets or utilities. The types of trees shall be determined by the subdivider, except that it must not be on the Lake County list of "Prohibited Trees for Street Planting" (see county Appendix G.) All sodding, seeding and landscaping must be completed within 6 months of occupancy. Lots with sufficient existing trees present and preserved in the front, as determined by the Architectural Control Committee and Lake County Plat Officer, may receive exemption from the street tree ordinance.
- C. **Utilities.** All utility services shall be run underground at home builder's expense.
- D. **Swimming Pools.** Both in-ground and above ground pools are permitted; however, above-ground pools must be attractively concealed from view.
- E. **System.** All septic system installers must be approved by Architectural Control Committee.

ARTICLE III

USE RESTRICTIONS

A. Land Use. All lots in this Subdivision shall be used for one (1) family residential purposes only.

B. Minimum Areas. The interior area of each dwelling, exclusive of attached garages, breezeways, carports, porches, and basements, shall be under the conditions as follows:

1. All one-story dwellings with basements shall have a minimum useable first floor area of one thousand eight hundred (1800) square feet for Lots 1 through 4 and two thousand four hundred (2400) square feet for Lots 6 through 11.
2. All two-story dwellings with basements shall have a minimum useable floor area of two thousand two hundred (2200) square feet for Lots 1 through 4 and three thousand (3000) square feet for Lots 6 through 11
3. All 1 1/2 - story dwellings with basements on lots 1 through 4 shall have a minimum useable first floor area of one thousand six hundred (1600) square feet, and a minimum of two thousand two hundred (2200) useable square feet for all floors. All 1 1/2 story dwellings with basements on Lots 6 through 11 shall have a minimum useable first floor area of one thousand seven hundred (1750) square feet, and a minimum of three thousand two hundred (3000) useable square feet
4. Lot 5 minimum square footage shall be dictated at developers discretion.
5. The following types of residential structures will not be permitted: Bi-Levels, Tri-Levels, or any type of residential structure constructed on a crawlspace or slab.
6. All dwelling shall have an attached garage with a minimum useable floor area of 700 square feet
7. Building line shall be a minimum of 300' from front property line.
8. Storage sheds shall resemble the looks of the house and must have the Architectural Review Committee's approval.

C. 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.

D. Type Of Construction. No building previously constructed elsewhere shall be moved upon any lot within this subdivision.

E. Appearance and Exterior Materials.

1. Roof pitches are to be a minimum of 8/12 pitch.
2. At least Forty percent (40%) of the front exterior of the house shall be masonry brick or stone for Lots 1 through 4 and at least Eighty percent (80%) for Lots 5 through 11.
3. No 4' x 8' Sheeting panels shall be allowed on any structure's exterior.
4. All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.

F. Grading & Excess Material.

1. Grading of lots shall be in compliance with the Lake County, Indiana, 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. A stone drive must be installed at time of back filling foundation.
3. 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 Brianna Woods Estates Subdivision whose existing grades are lower than the adjacent top of the street curb as determined by Architectural Review Committee. 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.
4. No building debris or concrete (including wash outs) is to be placed on any lot other than the lot being worked on at the present time. All infrastructure is the responsibility of the builder/lot owner until Lake County, Indiana, accepts the subdivision. Owners, whether legal or reserve, are to maintain their lot(s) from debris, mowing and erosion.

G. Fences. Chain link fences are prohibited from use anywhere in the subdivision.

I. Specific Prohibitions. The following activities and uses are prohibited on all lots and in all buildings:

1. No gainful occupation or profession, or other non-residential use, shall be conducted, except home offices are allowed.
2. No noxious or offensive activity shall be carried on, nor shall anything be done which is, or may become, an annoyance or nuisance.

3. No livestock, poultry, or any other animal having unusually vicious propensities shall be kept or maintained. Horses allowed according to Lake County Ordinances and restrictions.

4. No Commercial Vehicles, or trucks with a license plate rated at 7500 GVW or greater shall be stored on the premises, other than within a Garage. The Term "Commercial Vehicles" shall include all truck and vehicular equipment, in excess of one-half ton, which shall bear printing or advertisement on said vehicle.

J. Compliance With Erosion Control.

1. The front, side, and rear yards of each lot shall be seeded or sodded in grass within six (6) 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. Wetlands must be maintained in their present natural state.

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. Drainage and Utilities. Easements for installation of utilities and drainage facilities are reserved as shown on the recorded plat. Drainage easements lie along certain lots marked on the plat of subdivision. The drainage easements, and designed overland flow may not be modified by any subsequent owners of said lots and Lake County, Indiana, is hereby granted the right to enforce said elevations and to enter upon and remove any obstructions to said easements and elevations and to regrade same to the designated elevations and contours.

M. Deviations By Agreement With Declarant. Declarant hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of the owners of other lots or any person or entity) to deviate from any or

all of the covenants, restrictions, terms and provisions set forth in this Article III, provided Declarant shall in its solo discretion determine that there are causes, difficulties, or hardships evidenced by an owner to warrant such deviation, and no such deviation (which shall be evidenced by an agreement in writing executed and acknowledged by Declarant and the owner of the affected lot or lots and recorded in the Office of the Recorder of Lake County, Indiana) shall constitute a waiver of any such covenant, restriction, term or provision as to any other lot or lots, nor shall same constitute a violation of this Declaration.

ARTICLE IV ARCHITECTURAL REVIEW COMMITTEE

1. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of structure and materials, harmony of external design with existing structures.

2. Creation. The Architectural Review Committee (the "Committee") shall initially consist of three (3) members as follows:

Three Springs Enterprise
Jeffrey S. Baker
Guy Govert

The office of the Architectural Control Committee shall be maintained at 12132 Hawthorne Pl, Cedar Lake, Indiana. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. A majority of the Committee may designate a representative to act for it.

3. Procedure. All plans, specifications, and other material, for the improvement of any lot shall be filed in the office of the Declarant, Lake County, Indiana, for referral to the Architectural Review Committee. Lot owner must submit two sets of complete and detailed plans, specifications, and detail sheets to the architectural committee. The Architectural Review committee's approval or disapproval on matters required by the Declaration shall be by majority vote of the Committee. A report in writing setting forth the decisions of the Committee and the reasons therefore shall thereafter be transmitted to the applicant by the Architectural Review Committee within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. In the event that the Architectural Review 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, approval shall not be required, and the related requirements of this declaration shall be deemed to be complied with.

ARTICLE V GENERAL PROVISIONS

A. Initial Terms and Extensions. These Restrictive Covenants shall run with the land and be binding on all Parties, Persons, or entities claiming under them of onto the land for a period of twenty (20) years from the date of recording of this document, after which time said Covenants shall automatically extend for successive periods of ten (10) years, unless a signed Agreement by seventy-five (75) percent (or more) of the then Property Owners of said Lots have been recorded, modifying these Covenants in whole or in part.

B. Severability. In the event that any part(s) of the Restrictive Covenants is construed or declared unenforceable by a Court of competent jurisdiction, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.

C. Remedies. The Developer, Owner, or Owners, present or future, of any land or lots included in said Subdivision shall be entitled to injunctive relief against any violation, or attempted violation, of the provisions thereof, but there shall be no right or reversion or forfeiture of title resulting from such violation. The Developer shall be entitled to recover Attorney's fees and other costs and expenses incurred in the enforcement of the provisions of this Agreement from any Owner or Owners in violation of the same.

D. Assignment. The Developer reserves the right to assign any or all of the rights, privileges, easements, powers and duties herein retained or reserved by the Developer by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Lake County, Indiana, and Developer shall thereupon be relieved and discharged from all such duties assigned.

E. Boundary Disputes. In the event of a boundary dispute, lot owners shall cooperate with developer to resolve dispute in a timely manner without monetary relief.

F. Failure to Enforce. The failure of an Owner to enforce any right, provision, covenant or condition shall not constitute a waiver of the right of the Owner to enforce such right, provision, covenant, or condition in the future.

