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STATE OF INDIANA  
LAKE COUNTY  
FOR RECORD

**DECLARATION OF COVENANTS AND RESTRICTIONS**

FOR  
2004 050450

**BRYRIDGE VALLEY SUBDIVISION**

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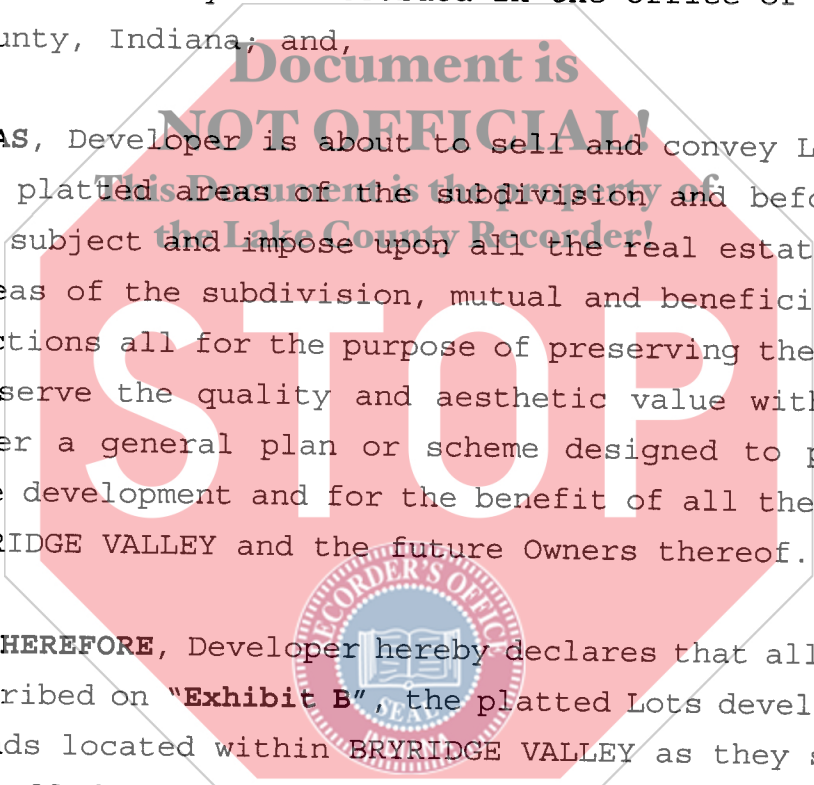
**THIS DECLARATION** is made this 30<sup>th</sup> day of June, 1999, by DAVID J. BRYAN and RAY J. BRYAN, hereinafter referred to as "Developer."

**W I T N E S S E T H:**

**WHEREAS**, Developer is the owner of real estate described on "Exhibit A" attached hereto and incorporated by reference, which real estate will be developed and subdivided into an exclusive residential subdivision to be known as "BRYRIDGE VALLEY", which shall be developed in phases and the subdivided portions of the subdivision will be more particularly described on the plats of the various phases as they are recorded in the Office of the Recorder of Lake County, Indiana; and,

**WHEREAS**, Developer is about to sell and convey Lots situated within the platted areas of the subdivision and before doing so desires to subject and impose upon all the real estate within the platted areas of the subdivision, mutual and beneficial covenants and restrictions all for the purpose of preserving the environment and to preserve the quality and aesthetic value within BRYRIDGE VALLEY under a general plan or scheme designed to preserve and improve the development and for the benefit of all the real estate within BRYRIDGE VALLEY and the future Owners thereof.

**NOW, THEREFORE**, Developer hereby declares that all of the real estate described on "Exhibit B", the platted Lots developed thereon and the lands located within BRYRIDGE VALLEY as they shall become platted, shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, subject to the following covenants and restrictions. All of the covenants and restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title



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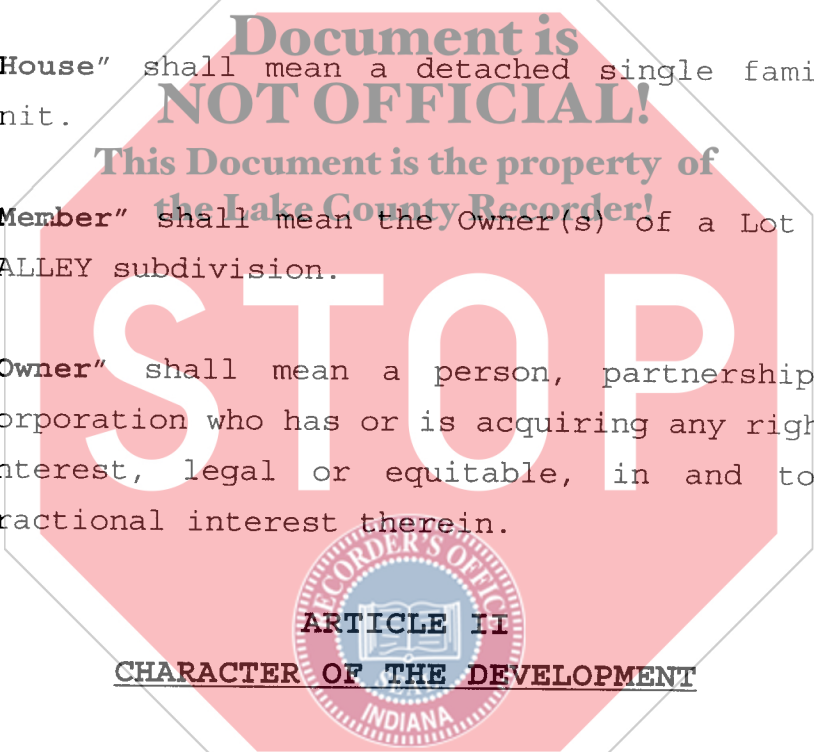
Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real estate, or any part thereof and shall inure to the benefit of Developer and every one of Developer's successors in title to any real estate in the subdivision.

**ARTICLE I**  
**DEFINITIONS**

The following are the definitions of the terms as they are used in this Declaration:

1. **"Association"** shall mean Bryridge Valley Association, Inc., an Indiana not-for-profit corporation, the membership and powers of which are more fully described in Article VIII of this Declaration.
2. **"Board"** shall mean the duly appointed and/or elected Members of the Board of Directors of the Association.
3. **"Building"** shall mean any structure, including, but not limited to, each house, garage, outbuilding, tool or storage shed or any other aboveground temporary or permanent improvement thereto.
4. **"Building Review Committee"** shall mean the BRYRIDGE VALLEY Building Review Committee which shall be Developer until such time as Developer no longer holds legal title to any of the real estate subjected to this Declaration and thereafter shall consist of a committee of at least three (3) Members of the Association appointed by the Board as is more specifically set forth in Article X of this Declaration.

5. "Common Area" shall mean the real estate owned, operated, and maintained by the Association. The Common Area shall include, but is not limited to, recreational facilities, retention/detention ponds and outlets and all the on-site storm water drainage system located outside the dedicated public right-of-way.
6. "Lot" shall mean a parcel of real estate designated on a final plat upon which a house can be built. If two or more contiguous Lots are owned by the same person or persons, they shall be treated as a single Lot and if a House is constructed in such a manner as to overlap both Lots, then the Lot shall be treated as one Lot for purposes of this Declaration and the Owner(s) shall be entitled to only one (1) vote within the Association.
7. "House" shall mean a detached single family dwelling unit.
8. "Member" shall mean the Owner(s) of a Lot in BRYRIDGE VALLEY subdivision.
9. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot or fractional interest therein.



**ARTICLE II**  
**CHARACTER OF THE DEVELOPMENT**

In general, every Lot within the development, unless it is otherwise designated by Developer in the plat, is a residential Lot and shall be used exclusively for residential purposes. In order

to preserve the character of the development, the following covenants and restrictions shall apply:

1. **Model Homes.** During the initial construction and development of BRYRIDGE VALLEY, it is anticipated that several model homes shall be constructed by participating builders which may be used as sales offices by Developer and/or those authorized by Developer.
2. **Residential Use.** All Lots shall be used for single family residential purposes only.
3. **Accessory Outbuildings.** No accessory outbuilding shall be erected on any Lot prior to the erection thereon of a House and in no event shall any accessory outbuilding or any temporary structure which may be constructed upon a Lot ever be used as a residence or house for human occupancy.
4. **Occupancy.** No House constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy has been issued for such House.
5. **Re-Subdivision.** No Lot shall be re-subdivided without the consent of the Building Review Committee.
6. **Construction.** The initial construction of a Building and any alteration, improvement, remodeling, and/or maintenance of a Building which affects the exterior appearance of the Building must be approved by the Building Review Committee before any work may commence.

**ARTICLE III**  
**BUILDING COVENANTS AND RESTRICTIONS**

1. **House.** The front of each House shall have its entire exterior sided with masonry products, such as brick, stone, field stone, or limestone. Each House shall have a minimum square footage requirement, which shall be computed by measurement of only floor area (exclusive of garages, patios, porches, breeze ways, or other such non-full-time living space) which is situated above the outside Lot grade. The minimum square footage for such area is 1,800 square feet for a single-level ranch-style House and 2,200 square feet for any other style allowed. A two-story House shall have a ground floor area of at least 1,200 square feet. Roof pitches on all houses must be 6:12 or steeper. There shall not be built on any Lot in this subdivision any bi-level or raised-ranch style House, nor any prefabricated Buildings, mobile homes, modular structures, or double-wide homes. All fireplaces shall be of masonry construction and shall be constructed to the outside of the House.

2. **Other Improvements.**

- A. All garages shall be attached and shall fully enclose three (3) automobiles.
- B. All driveways shall be paved with concrete, asphalt, brick, or paving block. There shall be, in addition to the above, a concrete approach from the garage to the street, of any non-concrete drive-way, which shall extend for not less than ten (10) feet from such garage.

- C. Satellite dishes shall be allowed, if enclosed, or otherwise sheltered from view. No other exposed antennas or masts shall be allowed.
- D. The Building Review Committee may adopt and designate a standard exterior light fixture to be located on all Lots in Bryridge Valley and may designate standard locations for such exterior light fixtures. No exterior light fixture, other than the light fixture approved by the Building Review Committee, may be installed on any Lot. No light fixture may be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. All modifications of exterior light fixtures must be approved in writing by the Building Review Committee.
- E. Swimming pools shall be in-ground only, and shall have secure fencing surrounding such pool, and shall comply with all local codes and ordinances.
- F. All utility services shall be underground.
- G. Chain link fences and/or vinyl coated metal fencing and support posts are not permitted to be erected on any Lot in this subdivision. Wrought iron or similar fences shall be permitted. All fences shall be constructed both of materials and in a manner that does not detract from the natural quality and aesthetic appearance of any existing natural area within the subdivision. In addition, no fence of any kind shall be erected, placed or

maintained in the area between the rear, exterior wall of the House located on the Lot, and the front property line. Any fence constructed within the subdivision shall be kept in good repair by Owner. All fences must be approved by the Building Review Committee prior to installation. If a Lot borders the Common Area, an approved fence must be set back twenty-five (25) feet from the Lot line bordering the Common Area and must be constructed of wrought iron or of the same material as fencing bordering Bryridge Valley.

H. Lawn ornaments or decorations shall not be placed on any lot unless approved by the Building Review Committee.

I. No outbuilding, such as a tool or storage shed, may be constructed on any lot. Gazebos, decks, arbors, or other similar structures may be permitted, subject to the approval of the Building Review Committee.

J. All mail boxes shall be of a similar style as determined by the Building Review Committee.

ARTICLE IV

CONSTRUCTION PROVISIONS

1. Building Permits. All building permits must be obtained within twelve (12) months of purchase of Lot.

2. Completion of Construction. All exterior work in the construction of any House, including landscaping, shall

be completed with twelve (12) months from the date of issuance of a building permit and within twenty-four (24) months from the date the Lot is purchased. In the event construction is not completed within this time frame, Developer and/or the Association are hereby granted an option to repurchase the Lot from Owner for the same price the Owner paid for said Lot.

3. **Solar Panels.** No solar panels shall be installed on any House if such solar panel is visible from the outside of such House.
  
4. **Landscaping.** Each Lot must be landscaped upon completion of construction (defined as date of issuance of occupancy permit) and must be maintained in a sightly manner and kept free of trash, weeds, debris and rubbish. The exterior of all structures must also be maintained in a clean, sightly manner at all times.
  
5. **Trees.** No tree over the diameter of three (3) inches, measured one (1) foot above grade, shall be removed, unless it directly interferes with House construction, direct driveway construction, or for health or safety reasons.
  
6. **Wetlands.** Any area of wetland which may be habitat to wildlife shall be preserved. The term "wetland" is not intended to include or be restricted to U.S. Army Corps of Engineers definition, but rather is intended to preserve the natural environment that is supportive of local wildlife, and still be in harmony with the construction of the House.



7. **Erosion Control**. Developer has prepared an erosion control plan in accordance with the requirements of 327 I.A.C. 15-1, et seq. ("Rule 5").

All measures involving erosion control practices shall be designated and installed in accordance with the requirements of the State of Indiana as set out in Rule 5, as such regulations may be amended or replaced with successor regulations, provided, however, that the requirements of the Developer's plan will at all times be followed unless prohibited by law or ordinance. The Owner will indemnify the Developer against all liability, damage, loss, claims, demands, and actions of any nature which may arise out of or are connected with or are claimed to arise out of or connected by, any work done by an Owner or its agents, contractors, subcontractors, and employees which is not in compliance with required erosion control measures.

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**ARTICLE V**

**GENERAL REQUIREMENTS**

**STOP**

The following covenants and restrictions shall apply to all Lots:

1. Trash, garbage and refuse shall be kept securely in appropriate containers, and shall be stored in garages until picked up by the appropriate waste hauler. Compost heaps and open-air burning of refuse, trash or garbage shall be strictly prohibited. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Equipment for storage or disposal

of such material shall be kept in a clean and sanitary condition. No external storage of trash, rubbish or garbage shall be permitted at any time. No owner or occupant of a Lot shall burn or permit the burning of leaves, garbage or other refuse on the Lot.

2. Boats, trailers, campers, recreational vehicles, trucks which exceed a three-quarter (3/4) ton rating, or any other such vehicle shall not be stored or parked outside of any fully-enclosed garage space for more than fourteen (14) days. This time limit shall be a maximum time for any calendar year.
3. No trailer, camper, recreational vehicle, garage, barn, storage shed, outbuilding, or any other additional structure shall be used, either temporarily or permanently, as a dwelling or residence.
4. No derelict, damaged or inoperative vehicle of any type may be kept or stored on any Lot at any time. No garage, driveway, or parking area on any Lot may be used as a habitual parking place for commercial or junk vehicles. Commercial vehicles shall include all automobiles, station wagons, trucks, and vehicular equipment which bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise. 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.
5. No fuels, oils, chemicals, or other such liquids or solids may be stored, above or below ground, on any Lot.

6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
7. No person shall engage in or conduct any trade, business or profession in any Building or on any Lot.
8. No horses, livestock, poultry, or exotic animals may be kept on any Lot at any time. No animal, whether offending or non-offending, may be kept outdoors for more than twelve (12) hours in any day. No outdoor pens or chains, ropes, or method of tying up such animal may be used on any Lot. No animals may be bred for commercial purposes on any Lot. No authorized animal shall be allowed to run loose through the subdivision at any time.
9. No weapon, whether air, pellet, or firearm, may be discharged on any Lot. The use of firearms or other dangerous and/or deadly weapons within the subdivision is strictly forbidden. No hunting, target practice, or any other use of firearms or other weapons, including archery, shall be allowed.
10. No exterior signs of any type shall exist, except as permitted herein:
  - a. Each House shall have the numerical part of its street address sculpted into a block of stone, said numerals highlighted or illustrated by black backing or paint, in figures at least five (5) inches high, for each numeral. Said block shall be

placed on each House so that it is visible from the street servicing said Lot via driveway cut.

- b. Two political yard signs (each not larger than nine square feet in size) may be placed in yards 30 days prior to a primary, general or special election but must be removed on the day following said election.
- c. During construction, one contractor and the lender may erect one sign (not larger than nine square feet) on the Lot indicating their identity.

- 11. No clotheslines, outside storage, or other similar uses of Lots which may prove detrimental to the value of the adjoining Lots will be permitted. Playground equipment, tennis courts, gazebos, and flag poles are permitted on Lots if approved by the Building Review Committee.

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**ARTICLE VI**  
**ASSESSMENTS**

- 1. **Purpose.** The assessments for BRYRIDGE VALLEY shall be used to promote the health, safety and welfare of the Members of the Association. The assessments shall provide for the maintenance, upkeep and operation of the Common Area including, but not limited to, recreational facilities, landscaping, retention/detention ponds and outlets, as well as the general overall maintenance and repair of the Common Area.
- 2. **Reserve Fund.** A portion of the assessments shall be designated for capital expenditures for the replacement and/or repair of the Common Area and recreational

facilities and shall be maintained in a separate interest bearing account with a bank, savings and loan Association or credit union authorized to do business in Lake County, Indiana. The reserve fund shall provide for the replacement and/or repair of capital improvements including, but not limited to, buildings, fencing, trees, shrubs, pond and storm water drainage system, recreational facilities and such other improvements placed or constructed on or in the Common Area.

3. **Basis of Assessments.** There shall be two types of assessments including a general assessment and a special assessment.

A. **General Assessment.**

1. **Purpose.** The general assessment shall be imposed and used exclusively to promote the health, safety and welfare of the Members of the Association and shall be assessed against each Owner of a Lot within BRYRIDGE VALLEY and shall be used in particular to improve, maintain and operate the Common Area and recreational facilities.

2. **Basis for Assessments.** Each Lot shall become subject to assessment at such time as a House is constructed on the Lot and the assessment shall become due on the first day of the first month following occupancy of the House for the first time. Each Lot shall be assessed equally except that in the event that one or more adjoining Lots are utilized for the

construction of one House, then the combined Lots shall be assessed as one Lot. Vacant, unimproved Lots, regardless of whether or not they are owned by Developer or a subsequent Owner, shall not be assessed.

3. **Maximum Assessment.** The assessment shall be an annual assessment prorated with respect to the first year of occupancy. The assessment rate shall be determined by the Board. The assessment shall not be increased more than five percent (5%) each year unless the assessment is approved by two-thirds (2/3) of the Members of the Association.

4. **Payment.** The assessment shall be an annual assessment which shall become due January 1<sup>st</sup> of each year and which amount shall be paid in one (1) annual installment or in such periodic increments as the Board may determine from time to time.

B. **Special Assessment.**

1. **Purpose.** The Association may levy in any assessment year a special assessment against each Member for the purpose of deferring in whole or in part the cost of any construction, repair or replacement of a capital improvement on the Common Area including fixtures and personal property relating thereto.

2. **Procedures.** A special assessment must be approved by a two-thirds (2/3) vote of the

Members of the Association upon recommendation of the Board.

3. **Payment.** The special assessment may provide for a lump sum payment or a series of installment payments depending upon the recommendation of the Board.
4. **Effect of Non-Payment of Assessment.** Any assessment not received by the Association with ten (10) days after the due date shall be deemed delinquent and the Association may declare the remaining unpaid portion of the assessment immediately due and payable and assess interest on the delinquent amount at the rate of twelve percent (12%) per annum.
5. **Assessment Lien.** All sums assessed by the Association which are not paid which are chargeable to any Owner shall constitute a lien from the time of assessment on such Lot prior to all other liens excepting only (i) tax liens on the Lot in favor of any assessing unit and special district and (ii) all sums unpaid on a first mortgage of record. Such a lien may be filed and foreclosed upon under the laws of the State of Indiana by the Board acting on behalf of the Association. In any such foreclosure, the Owner shall be required to pay, in addition to the assessment, interest and any and all costs including reasonable attorney fees incurred by the Association in foreclosing on said lien.

**ARTICLE VII**

**COMMON AREA**

The Association shall operate and maintain the Common Area within BRYRIDGE VALLEY which shall include, but not be limited to, the following:

1. Retention/detention ponds;
2. Storm water drainage system, including the portions thereof installed in the public right-of-way and dedicated to the public;
3. Recreational facilities constructed;
4. Other areas dedicated to the Association for the use and benefit of the Association.

**ARTICLE VIII**  
**ASSOCIATION**

There has been an Indiana not-for-profit corporation established which is known as Bryridge Valley Association, Inc., herein defined as the Association.

1. Every Owner of a Lot shall be a Member of the Association.
2. Each Lot shall be entitled to one (1) vote. If a Lot is owned by two or more persons and there is a disagreement between the joint Owners, then their vote shall not be counted. Each Lot is limited to one (1) vote and contiguous Lots owned by the same person with only one House constructed thereon is entitled to only one (1) vote.
3. The general purpose of the Association is to provide an entity to which the Common Area can be dedicated and to provide a mechanism for the operation, maintenance, repair and replacement of the Common Area and the improvements located thereon.



4. In addition, the Association provides a mechanism for the promulgation and enforcement of rules and regulations necessary to govern the use and enjoyment of the Common Area, recreational facilities and other amenities within the subdivision and which may hereinafter be acquired by the Association.
5. The Association shall have all the powers set forth in its Articles of Incorporation and this Declaration, together with the powers granted to it by law, including but not limited to, the power to levy and collect assessments and to take appropriate action to enforce liens and foreclosure rights.
6. The Association or any party to whose benefit these covenants and restrictions inure, including Developer, may proceed, at law or in equity, to prevent the occurrence or continuation of any violation of these covenants and restrictions, but neither Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these covenants and restrictions. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these covenants and restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) of any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these covenants and restrictions.
7. At such time as Developer does not own any real estate in BRYRIDGE VALLEY, control of the Association shall be transferred to the Members and the Board shall appoint at

least three (3) Members to serve as the Building Review Committee.

**ARTICLE IX**  
**LOT MAINTENANCE**

The Owner of a Lot in BRYRIDGE VALLEY shall at all times maintain said Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such Owner shall:

1. Maintain the Lot as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
2. Remove all debris and/or rubbish.
3. Prevent the existence of any condition that reasonably tends to detract from or diminish the aesthetic appearance of BRYRIDGE VALLEY.
4. Cut down and remove dead trees and stumps.
5. Keep the exterior of all Buildings in such state of repair or maintenance as to avoid their becoming unsightly.

In the event that Owner of any Lot in BRYRIDGE VALLEY shall fail to maintain his Lot and any Buildings situated thereon in accordance with the provisions of this Article, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such acts as may be reasonably necessary to make such Lot and Buildings situated thereon conform to the requirements of this Declaration. The cost therefor to the Association shall be added

to and become a part of the annual assessment to which said Lot is subject, and may be collected in any manner in which such annual assessment may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any work performed hereunder.

The Association shall have the option to act for and on behalf of each Owner and/or occupant of any House to contract with any outside agency for the purpose of snow removal from public and private sidewalks within BRYRIDGE VALLEY, maintenance of Common Area, trash pick-up, and for the purpose of general property management. The cost of such services shall, at the option of the Association, be assessed as part of the annual assessment as provided in this Declaration, or may be billed directly to the Owners.

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ARTICLE X  
BUILDING REVIEW COMMITTEE**

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The Building Review Committee appointed by the Board shall have at least three (3) Members. The Building Review Committee shall have the following powers and duties:

1. **Duties of Committee.** The Building Review Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. Should the Building Review Committee fail to act within the specified time, the Owner's plans shall be deemed to have complied with all requirements hereof. One copy of all submitted material shall be retained by the Building Review Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

2. **Power to Grant Variances.** The Building Review Committee may allow reasonable variances or adjustments of these covenants and restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these covenants and restrictions, and no variance or adjustment shall be granted which is materially detrimental or injurious to other Owners.
3. **Power of Disapproval.** The Building Review Committee may refuse to grant permission to construct, place or make the requested improvement, when:
- A. The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of these covenants and restrictions;
  - B. The design, color scheme or construction materials of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent Buildings;
  - C. The proposed improvement, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other Owners.
4. **Liability of Committee.** Neither the Building Review Committee nor any agent thereof, nor the Developer, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

5. **Inspection.** The Building Review Committee may inspect work being performed with its permission to assure compliance with these covenants and restrictions and applicable regulations.

**ARTICLE XI**  
**OWNERSHIP, USE AND ENJOYMENT OF COMMON AREA**  
**AND RECREATIONAL FACILITIES**

The Common Area shall be owned by the Association and shall remain private, and neither Developer's execution or recording of the plats nor the doing of any other act by Developer is, or is intended to be, or shall be construed as, a dedication to the public of the Common Area or recreational facilities located on it. A license upon such terms and conditions as Developer, and the successors, assigns or licensees of it shall from time to time grant, for the use and enjoyment of the Common Area is granted to the persons who are from time to time Members of the Association.

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**ARTICLE XII**  
**GENERAL PROVISIONS**

1. **Covenants and Restrictions.** These covenants and restrictions are to run with the land and shall be binding upon all purchasers, heirs and any and all persons claiming under purchasers, heirs or assigns for a period of twenty-five (25) years from the date these covenants and restrictions are recorded, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless amended as provided for herein.
2. **Phasing and Expansion.** Developer expresses the intention, but not a commitment, within ten (10) years from the date hereof, to expand the development to

include all or any portion of the real estate more particularly described in "Exhibit A" in not more than two (2) additional phases. Developer makes no commitment and is not obligated to expand the development, to develop an additional phase or to include any or all of the real estate described in "Exhibit A" in any additional phase. Developer shall record an amendment to this Declaration subjecting additional phases to the property rights, covenants and restrictions set forth herein.

As and when each phase is completed, Developer will convey fee simple title to the Common Area included in such phase to the Association free and clear of all encumbrances and liens except for the covenants and restrictions contained herein, public zoning ordinances, current real estate taxes, if any (which shall be prorated among the parties), and utility easements to be granted for sewer, water, gas, electricity, telephone, and any other necessary utilities within a reasonable time from completion of such phase. All of the property rights, covenants and restrictions applicable to the initial phase shall apply with equal force to future phases.

3. **Remedies.** Developer, the Association and any Owner shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof, and also compensatory and consequential damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. Developer, however, shall be entitled to recover attorney fees and other costs and expenses incurred in the enforcement of the provisions of

this Declaration from any Owner(s) in violation of the same.

4. **Effect of Becoming an Owner.** The Owners of any Lot subject to these covenants and restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and covenant herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer and of the Association with respect to these covenants and restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant, agree and consent to and with the Developer, the Association and to and with the Owners and subsequent Owners of each Lot to keep, observe, comply with and perform such covenants and restrictions.

5. **Titles.** The underlined titles proceedings the various paragraphs and subparagraphs of the covenants and restrictions are for convenience or reference only, and none of them shall be used as an aid to the construction of any provision of the covenants and restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

6. **Severability.** Every one of the provisions of this Declaration is hereby declared to be independent of, and severable from the rest of the provisions. Therefore, if any of the provisions shall be held to be invalid or to

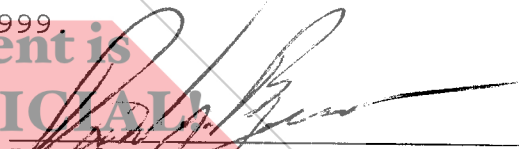
be unenforceable, that shall not affect the validity or enforceability or any other provision.

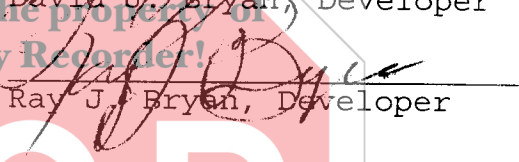
7. **Controlling Law.** For purposes of interpretation and enforcement, the laws of the State of Indiana shall control.


8. **Amendment.** This Declaration may be amended by affirmative vote of two-thirds (2/3) of the Members of the Association.

The provisions of the Declaration are intended to run with the land, bind future heirs, assigns, devisees, creditors and purchasers (for value or not) and as such, this Declaration is made, adopted, and attached to the real estate herein legally described, this 30<sup>th</sup> day of June, 1999.

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\_\_\_\_\_  
David J. Bryan, Developer

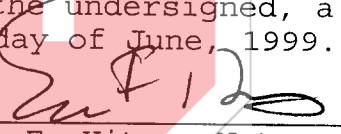
  
\_\_\_\_\_  
Ray J. Bryan, Developer



STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Subscribed and Sworn to before me, the undersigned, a Notary Public in and for Lake County, this 30<sup>th</sup> day of June, 1999.

My Commission Expires:  
November 12, 2000

  
\_\_\_\_\_  
Earle F. Hites, Notary Public  
A Resident of Porter County

This Instrument Prepared by: Gregory A. Sobkowski  
Attorney at Law  
HODGES & DAVIS, P.C.  
8700 Broadway  
Merrillville, IN 46410

24613.3  
15,856  
June 30, 1999



EXHIBIT B

[ Legal Description Phase I of BRYRIDGE VALLEY ]

Part of the Northeast 1/4 of Fractional Section 6, Township 33 North, Range 8 West of the 2nd P.M. described as follows

Beginning at the Northeast corner of said Fractional Section 6, thence North  $89^{\circ} 15' 38''$  West along the North line of said Fractional Section 6, a distance of 2644.85 feet to the Northwest corner of the Northeast 1/4 of said Fractional Section 6, thence South  $00^{\circ} 54' 13''$  East along the West line of said Northeast 1/4 a distance of 1242.17 feet to the Southwest corner of the North 1/2 of said Northeast 1/4; thence South  $88^{\circ} 33' 15''$  East along the South line of the North 1/2 of said Northeast 1/4 a distance of 1322.74 feet, thence North  $00^{\circ} 53' 13''$  West a distance of 37.00 feet, thence South  $88^{\circ} 32' 39''$  East a distance of 1322.74 feet to the East line of said Northeast 1/4, thence North  $00^{\circ} 52' 49''$  West along said East line a distance of 1238.02 feet to the point of beginning, containing 75 acres, in Lake County, Indiana

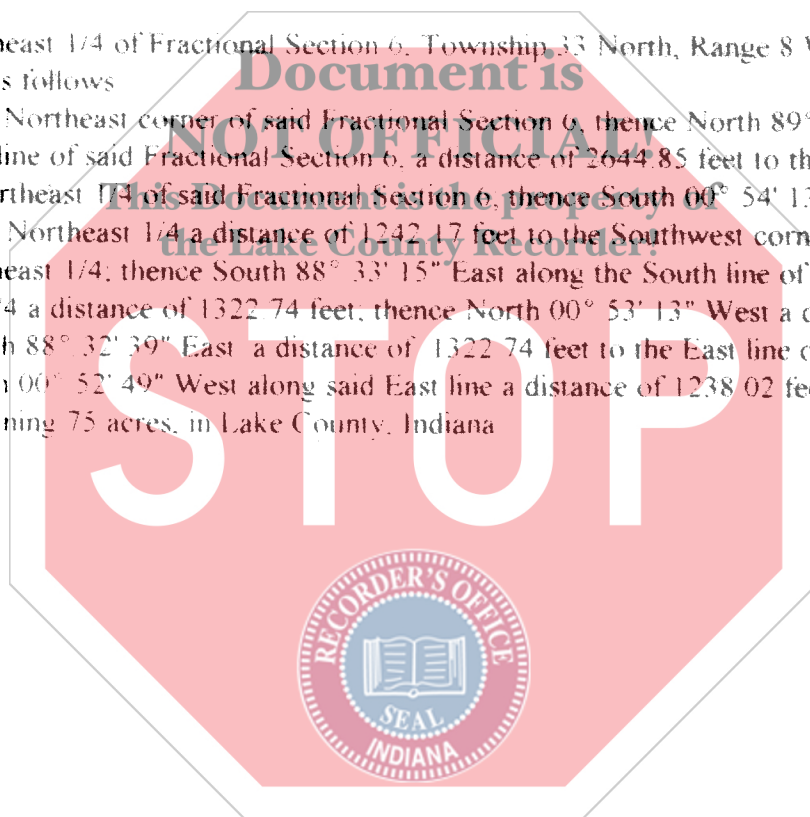


EXHIBIT A

[ Legal Description of Entire Parcel ]  
[ before phases ]

Part of the Northeast 1/4 of Fractional Section 6, Township 33 North, Range 8 West of the 2nd P.M. described as follows:

Beginning at the Northeast corner of said Fractional Section 6, thence North 89° 15' 38" West along the North line of said Fractional Section 6, a distance of 2644.85 feet to the Northwest corner of the Northeast 1/4 of said Fractional Section 6; thence South 00° 54' 13" East along the West line of said Northeast 1/4 a distance of 1242.17 feet to the Southwest corner of the North 1/2 of said Northeast 1/4; thence South 88° 33' 15" East along the South line of the North 1/2 of said Northeast 1/4 a distance of 1322.74 feet, thence North 00° 53' 13" West a distance of 37.00 feet, thence South 88° 32' 39" East a distance of 1322.74 feet to the East line of said Northeast 1/4, thence North 00° 52' 49" West along said East line a distance of 1238.02 feet to the point of beginning, containing .75 acres, in Lake County, Indiana.

