

**DECLARATION OF**  
**PROTECTIVE COVENANTS FOR**  
**SPRING RUN PLANNED UNIT DEVELOPMENT**  
**TOWN OF LOWELL**  
**LAKE COUNTY, INDIANA**

6200 CT 48068 LD

This Declaration, is made and entered into this thirteenth (13<sup>th</sup>) day of May, 2005, by SPRING RUN, LLC, an Indiana Limited Liability Company (hereinafter referred to as "Declarant and Developer").

**WITNESSETH**

WHEREAS, the Declarant is the owner of the real property legally described in ARTICLE I of this Declaration, and referred to herein as SPRING RUN PLANNED UNIT DEVELOPMENT.

WHEREAS, Declarant desires to subject said real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, all of which are for the benefit of said property and the owners' thereof, and shall inure to the benefit of and shall pass with said property, and each and every parcel thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described and referred to in Article I hereof is, and shall be, held, transferred, sold, conveyed, occupied, and subject to the conditions, covenants, restrictions, reservations and easements (hereinafter collectively referred to as "Covenants").

**ARTICLE I**  
**PROPERTY SUBJECT TO DECLARATION**

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in the Lake County, Indiana, and is referred to herein as SPRING RUN PLANNED UNIT DEVELOPMENT, and is legally described on Exhibit "A", attached hereto and made a part hereof.

**ARTICLE II**  
**GENERAL PURPOSES OF THIS DECLARATION**

The real property described in Article I herein is subject to the Covenants declared herein to insure the proper use and appropriate development and improvement of SPRING RUN PLANNED UNIT DEVELOPMENT and every part thereof; to protect the owners of the property thereof against the erection of buildings and structures improperly or unsuitably constructed; to insure adequate and reasonable development of said property; to encourage erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setback, and adequate free space between structures; and in general, to achieve a residential area of the highest quality and caliber.

**FILED**

JUN - 3 2005

1      STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

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STATE OF INDIANA  
LAKE COUNTY  
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**ARTICLE III**  
**GENERAL RESTRICTIONS**

**A. LAND USE AND BUILDING TYPE**

All lots in SPRING RUN PLANNED UNIT DEVELOPMENT shall be used for private residence purposes only. One single-family dwelling may be erected for occupancy by one (1) family, with an attached private garage containing no more than four (4) parking spaces for the sole use of the owner of the dwelling and its occupants. No other building, not specifically authorized elsewhere in this Declaration, shall be erected, re-erected or maintained on any parcel or lot. No two (2) homes built on adjacent lots may be identical or of mirror image in design.

**B. BUILDING HEIGHTS AND MINIMUM FLOOR AREA**

1. No dwelling shall be erected, altered, or placed which is more than two and one-half (2-1/2) stories or thirty-five feet (35') in height, whichever is lesser. The computation of square footage shall exclude porches, breezeways, garages and basements and shall have a minimum of 1350 square feet, however no more than fifteen percent (15%) of the residences in each phase of the subdivision shall be only 1350 square feet.

**C. LOCATION ON LOT**

Dwellings to be constructed on any single family lot (i.e. detached dwelling units) shall have minimum side-yard set-backs consistent with the Plat of Subdivision requirements.

All other building lines and setbacks from side and rear lot lines shall comply with the Town of Lowell zoning ordinances. No tennis court or swimming pool shall be located on a lot unless the same shall comply with all setback and side yard requirements as contained herein.

**D. HOME BUSINESSES, NUISANCES AND LIVESTOCK**

- i. No businesses or professions shall be conducted in any dwelling or accessory building.
- ii. No noxious or offensive activity shall be carried on, in, or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance.
- iii. No livestock, bees, poultry, over four (4) months of age, or more than (2) dogs or two (2) cats, shall be kept or maintained in connection with any residence.
- iv. No burning of any material shall be permitted outside the dwelling.
- v. No advertising or signs of any type or character, including FOR SALE signs shall be erected, placed, permitted or maintained on any lot or in any house, except a name plate of the occupant and a street number not exceeding 2' X 2' in size. This provision shall not apply to any sign which the Developer may erect identifying or advertising the subdivision and adjoining land or any model homes which may be deemed necessary by the Developer for the operation and sale of the subdivision and adjoining property or any house or any lots therein which said signs the Developer may erect and maintain.

vi. The use of any driveway or parking area which may be in front of or adjacent to or part of any lot as a habitual parking place for campers, trailers, mobile homes, motor boats, houseboats, sailboats, motor homes or commercial vehicles is prohibited.

vii. Campers, commercial vehicles, trailers, motor boats, houseboats and motor homes may be maintained and housed completely within a structure. No roadways in the Subdivision shall be used for the habitual parking of private or commercial vehicles or boats or trailers.

viii. The term "commercial vehicles" shall include all trucks (3/4 ton or larger), construction equipment and vehicular equipment which bear signs or have printed on the side of said vehicle, reference to any commercial undertaking or enterprise. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance. Pick-up trucks (3/4 ton or smaller) and vans (3/4 ton or smaller), with or without a commercial name, shall be an exception to this exclusion.

**E. PLANT DISEASES OR NOXIOUS INSECTS**

No plants or seeds, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

**F. SWIMMING POOLS**

All swimming pools shall be fenced in, as required by law, and approved, in writing, by the Developer. Any use of solid or cyclone fencing is prohibited.

**G. MAILBOXES, NAMEPLATES AND HOSPITALITY LIGHT STANDARDS, TELEVISION OR RADIO ANTENNAE AND TOWERS, FLAGPOLES, STORAGE SHEDS OR AIR CONDITIONING UNITS**

i. All mailboxes installed by the homeowner shall be approved by the Developer.

ii. There shall not be more than one (1) nameplate for each residence. A nameplate shall be not more than forty-eight (48") square inches in area, and shall contain the name of the occupant and/or the address of the residence. The nameplate may be located on the door of the dwelling or the wall adjacent thereto, or may be freestanding in the front or side yard or on the mailbox.

iii. Electric hospitality lights shall be located within the front yard of each residence, but shall not exceed eight (8), or as approved by the Developer.

iv. No free-standing or outdoor television antennae tower, satellite dish or radio antennae shall be erected or used. No antennae should be attached to the dwelling (roof mounted antennas) except dishes 30" or less. Approved dishes cannot be installed on the street number side of the home, unless specifically permitted, in writing, by the Developer.

v. Flagpoles are permitted, provided the flagpole is not more than twenty-five feet (25') in height.

vi. No window unit air conditioners may be installed.

vii. No free-standing structures, detached garages, metal, prefab or steel storage sheds shall be erected on the property, unless permitted, in writing, by the Developer.

**H. TEMPORARY STRUCTURES**

i. No trailer, basement or incomplete building, tent, shack, garage, barn, motorized home, temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent.

ii. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction. Said buildings or structures must first be approved by the Developer.

**I. UNDERGROUND WIRING**

No lines or wires for communication of the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in SPRING RUN PLANNED UNIT DEVELOPMENT, other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

**J. MAINTENANCE OF ROAD, PARKWAYS, PEDESTRIAN WALK EASEMENTS, DETENTION AREA AND NATURAL BUFFERS**

i. The owners of each lot in SPRING RUN PLANNED UNIT DEVELOPMENT shall be responsible for the maintenance of the parkway located between their lot line and edges of street pavements on which said lot falls.

ii. In addition, each lot owner shall be responsible for the maintenance, repair or replacement of the pedestrian walk in the easements as located on the recording plat, which are located within their lot (front, rear and sides of property).

iii. The Property Owners Association shall maintain the common detention, park and natural buffer areas.

**K. DUMPING AND/OR RELATED NUISANCES**

The discharge or dumping of any harmful chemicals, paper, boxes, metal, wire, junk or other refuse on or in any area shall be prohibited and the cost of removing same shall be borne by the party depositing or causing the same to be deposited thereon. In the event the responsible person or party cannot be determined, then the lot owner shall be responsible for the removal and cleaning of the lot. Garbage containers may not be stored outside.

**L. LANDSCAPING AND FENCING**

The front yard shall be sodded with grass and the rear and sideyards shall be either sodded or seeded with grass within the first six (6) months of the occupancy permit being issued.

The Developer must approve all fencing used. Cyclone or solid fencing will not be permitted.

The Homeowner will provide two (2) parkway trees, per lot, with a minimum height of seven feet (7') and a diameter of two (2") inches. Homeowners having corner lots shall provide four (4) parkway trees, two (2) on each street. Lots with frontage of 80 feet or more shall provide three (3)

parkway trees. All required trees must be planted within six (6) months of the issuance of the occupancy permit.

Lots abutting or adjoining wetlands, lakes, ponds and/or detention areas shall be landscaped within two (2) months of the issuance of the occupancy permit. The Homeowner shall implement all erosion controls as necessary and required, immediately and continuously.

If the Homeowner does not complete the landscaping including any erosion controls as required, the Developer has the right to complete the required landscaping and erosion control and charge the homeowner for all costs associated therewith and if not paid by the Homeowner within 30 days, the Developer has the right to place a lien on the Homeowner's property and proceed with every remedy of law, to foreclose on said lien, and all costs associated with said lien and foreclosure thereof shall be charged to Homeowner, including attorney's fees and court costs.

#### **M. DEVIATIONS AND AMENDMENTS**

The Declarant, or the Developer or their assigns, reserve unto themselves the right to amend this Declaration of protective covenants and enter into agreements with the grantee of any parcel, lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth herein, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by a written agreement) shall not constitute a waiver of any such Covenant as to the remaining real property of Declarant.

#### **N. COMPLIANCE WITH EROSION CONTROL**

i. All owners of record shall be responsible for erosion control maintenance of their lot.

ii. The Developer has established and implemented an erosion control plan pursuant to "storm water runoff" associated with construction activity. The 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.

iii. The Builder shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and action 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.

### **ARTICLE IV** **HOMEOWNERS ASSOCIATION**

#### **Homeowners Association.**

A Homeowners Association (hereafter "Association") is to be formed, to be initially comprised of Spring Run, LLC as the Developer until such time as all of the lots are sold by the Developer.

When all of the lots have been sold, the Association shall consist of lot owners, except for vacant lots owned by Declarants. The Purpose of the Association shall be to ensure high standards of maintenance and operation of all property in the Planned Unit Development reserved for the common use of all residents and owners of property therein, including, but not limited to the park, detention and common areas in the Planned Unit Development, and to ensure the provision of services and facilities for the common benefit of the owners and residents of the Planned Unit Development. Every record owner of a fee simple interest in the lots in the Planned Unit Development, except for vacant lots owned by Declarants, shall become and be a member of the Association, and each such member shall be entitled to one vote for each lot owned by him on each matter submitted to a vote of members, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Each platted lot on the Plat of the Planned Unit Development shall be deemed to be a separate lot, entitling the owner thereof to one vote for each such full lot owned.

**Method of Providing General Funds for the Association.**

a. **General Fund.** For the purpose of providing a General Fund to enable the association to exercise the powers, and make and maintain the improvements, entrance features, landscaping and decorative street lights and to ensure the high standard and maintenance and operation of the property and render the services herein provided for, the Officers of the Association shall determine for each year, the total amount required for such year, and payable by each owner on January 1<sup>st</sup> of each year. If such amount, or any portion thereof, if approved by a majority number of votes available to all members of the Association, then the Association may levy an annual assessment for property over which it has jurisdiction. Each owner of a lot, except for vacant lots owned by Declarants, shall be assessed an equal amount. Such amount shall be determined by dividing the total amount needed by the number of lots, except for vacant lots owned by Declarants, within the Planned Unit Development, and such amount shall be assessed against each owner of each lot.

b. In the event of the failure of any owner to pay any assessment on or before thirty (30) days following notice to such owner, such assessment shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof to the date of payment. The Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the property owner personally, and/or as a lien on said real estate. The Association may, at its discretion, file certificates of non-payment of assessment in the Office of the Recorder of Lake County, Indiana, whenever any such assessments are delinquent. For each certificate so filed, in addition to all other sums due it, the Association shall be entitled to collect from the owner or owners of the real estate described therein, a fee of Twenty Five Dollars (\$25.00), which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectable in the same manner as provided for herein for the original assessments, and are in addition to the principal and interest due on such original assessments. Any such lien shall be collectable in any manner as provided for by law, including the right to file suit to collect same. Any expense, costs, or fees, including reasonable attorney's fees, incurred by the Association in enforcing the obligation of the owner to pay any

such assessments and fees, shall be assessed against such owner and may be recovered from him in the same manner as provided for in the original assessments. No lien for assessments shall be enforceable against a bona fide purchaser for value, without notice of assessment against the property, unless a notice thereof has been recorded with the Recorder of Lake County, Indiana, before such purchaser acquires an interest in the assessed property.

c. Such lien shall continue for a period of ten (10) years from the date of delinquency and no longer, unless within such time suit shall have been filed against the property for the collection of the assessment, in which case, the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

**Expenditures Limited.** The Association shall not expend more money within any one (1) year than the total amount of assessment for that particular year, plus any reserves which it may have on hand. The Association shall not enter into any contract binding the assessment of any future year and no such contract shall be valid or enforceable against the Association. The terms of this provision may be waived in the event of any emergency, upon the written consent of two-thirds (2/3) of the total number of votes available to members of the Association.

#### **ARTICLE V**

A. The Declarant, the Developer or any Owner shall have the right to enforce the Protective Covenants contained herein in any manner provided for in the Protective Covenants or by law or in equity, including, but not limited to, an action to obtain an injunction to compel removal of any object to improvements constructed in violation of this Declaration, or to otherwise compel compliance with the Protective Covenants. The failure of the Declarant, the Developer or any Owner to take enforcement action with respect to a violation of the Protective Documents shall not constitute or be deemed a waiver of the right of the Declarant, Developer or Owner to enforce the Protective Covenants or in any other manner arising out of the Protective Covenants, the Declarant, Developer or Owner bring such action shall be entitled to recover from the other party all attorneys' fees and court costs incurred in the action.

B. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in Paragraph C of this Article V for a period of 30 years from the date of filing of this Declaration.

C. The Covenants set forth herein shall run with the land and bind all parties claiming by, through, or under them. Each owner or owners of any of the above land or lots, from time to time, shall have the right, jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot of SPRING RUN PLANNED UNIT DEVELOPMENT, any structure which is and remains in violation of the Covenants above set forth, or any of them for a period of 30 days after actual receipt of written notice of such violation by the owner of such lot, in addition to the foregoing right, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of owners of each lot to enforce any of the Covenants set forth herein, as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

D. The lot owners in SPRING RUN PLANNED UNIT DEVELOPMENT may revoke, modify, amend or supplement in whole or in part, any or all of the Covenants and Conditions contained in this Declaration and may release from any part all of said Covenants all or any part of the real property subject thereto, in the following manner:

i. Any such change or changes may be made effective at the end of the first 15 year period from the date of recording of this Declaration if three fourths (3/4ths) of the record owners consent thereto;

ii. Any such change or changes after 30 years from the date of recording of this Declaration, may be made effective if at least two-thirds (2/3rds) of the record owners of said lots consent thereto.

iii. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds in Lake County, Indiana.

E. A recordable certificate by a title guaranty company doing business in Lake County, Indiana, as to the record ownership of each lot shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this paragraph. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in SPRING RUN PLANNED UNIT DEVELOPMENT, and shall run with the land and bind all persons claiming by, through or under any one or more of them.

F. All Covenants and other provisions set forth herein shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in SPRING RUN PLANNED UNIT DEVELOPMENT, and none of said Covenants or other provisions shall supersede or in any way reduce the security or affect the validity of such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all such property so purchased or acquired subject to all the Covenants and other provision of this Declaration.

G. If a Court of competent jurisdiction shall hold invalid or unenforceable any part of any covenants or provisions contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

H. All notices shall be sent by certified mail, with return receipt requested, to the address of each lot owner or to the lot if no other address is known.



IN WITNESS WHEREOF, SPRING RUN PLANNED UNIT DEVELOPMENT, has caused this instrument to be executed by its owner, the day and year first above written.

SPRING RUN, LLC

By: [Signature]  
Manager

Attest: [Signature]  
Manager

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS.

I, the undersigned, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that the Managers of SPRING RUN, LLC, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers respectively, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of May, 2005.



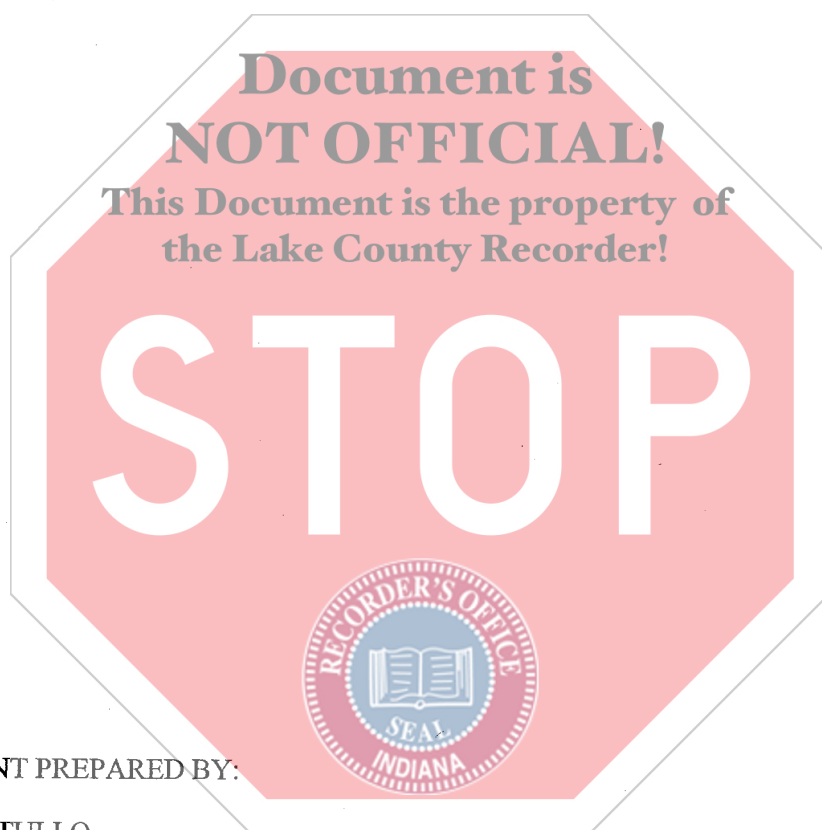
[Signature]  
NOTARY PUBLIC

Document is the property of the Lake County Recorder!



EXHIBIT "A"

LOTS 1 TO 12 INCLUSIVE, LOTS 23 TO 37 INCLUSIVE, LOTS 45 TO 86 INCLUSIVE AND LOTS 142 TO 151 INCLUSIVE, IN SPRING RUN PHASE 1, A PLANNED UNIT DEVELOPMENT, IN THE TOWN OF LOWELL, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 96 PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



THIS INSTRUMENT PREPARED BY:

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H:PHILIPPE/SPRING RUN/SPRING RUN COVENANTS