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MICHAEL A. HODIN
RECORDER

RETURN TO: GLENN R. PATTERSON, ESQ.
LUCAS, HOLCOMB & MEDREA, LLP
300 EAST 90TH DRIVE
MERRILLVILLE, IN 46410

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
WOODLAND PINES,
A RESIDENTIAL SUBDIVISION
IN SCHERERVILLE, LAKE COUNTY, INDIANA**

This declaration (the "Declaration"), made this day by **WOODLAND PINE DEVELOPERS, LLC, an Indiana limited liability company** (herein the "Subdivider").

NOT OFFICIAL!

RECITALS, INTENT AND PURPOSES
of
the Lake County Recorder!

WHEREAS, the Subdivider holds title to certain property in the Town of Schererville (the "Town"), Lake County, Indiana, which is more particularly described as follows:

Lots 1 through 11, inclusive, Woodland Pines, an Addition to the Town of Schererville, as shown in Plat Book 98, page 48, in the Office of the Recorder of Lake County, Indiana,

hereinafter the "Real Estate"; and

WHEREAS, Subdivider desires to create on the Real Estate a residential community consisting of single-family residential dwelling lots (herein the "Lots").

FILED

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

3102
98135
[Signature]

NOW, THEREFORE, the Subdivider hereby declares that the Real Estate shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Estate. These covenants, conditions and restrictions shall run with the Real Estate as part of a general plan of development and shall be binding on all parties having or acquiring any right, title or interest in the Real Estate, any Lot, or any part thereof, and shall inure to the benefit of each owner thereof.

1. SINGLE FAMILY DWELLING USE--OTHER STRUCTURES Each Lot shall be used, exclusively, as a site for a dwelling for private residence purposes only, by a single family, in a dwelling approved by the Subdivider under Paragraphs 1 and 20 or by the Subdivision Control Committee under Paragraphs 1 and 21 (a "Dwelling"). No further resubdivision shall be allowed. No structure shall be erected, altered, placed or permitted to remain on any Lot unless the structure is expressly approved by the Subdivider or the Subdivision Control Committee (as defined in Paragraph 21), and all landscape plans and site plans shall be approved by the Subdivider or the Subdivision Control Committee. All structures must also meet all state and county codes, ordinances, and regulations. The term "structure", as referred to in this Declaration, shall include, but not be limited to, a kennel, dog run, playhouse, building, out-building, shelter, lean-to, garage, carport, storage shed, barn, fence, or any other building, improvement or fixture, whether temporary or permanent other than a Dwelling (a "Structure").

2. MINIMUM FLOOR AREAS. One-story, one and one-half story, tri-level and two-story Dwellings are permitted, with the following limitations and restrictions:

- a. Each one-story Dwelling with a basement shall have a minimum first floor area of 1,800 square feet.
- b. Each one and one-half story Dwelling with a basement shall have a minimum first floor area of 1,600 square feet, not including the lower levels.
- c. Each tri-level Dwelling shall have a minimum above-ground area of 1,600 square feet, not including the lower levels.
- d. Each two-story Dwelling with a basement shall have a minimum total floor area of 2,200 square feet.
- e. Each Dwelling without a basement or on a concrete slab shall have a minimum first floor area of 2,300 square feet. This does not apply to tri-level or bi-level Dwellings where a portion of the Dwelling may not have a full basement.
- f. The above minimum areas do not include basements, patios, porches, breezeways, garages, or Structures.

The foregoing shall not be interpreted as allowing the construction or erection of any Dwelling or Structure without Subdivider's or the Subdivision Control Committee's approval under Paragraphs 1, 20 and 21, as applicable. Bi-level Dwellings, if approved by the Subdivider or the Subdivision Control Committee, shall have the same minimum above-ground area, not including the lower levels, as are required for tri-levels under subparagraph c.

3. ADDITIONAL BUILDING RESTRICTIONS The following additional building restrictions are imposed:

- a. Each Dwelling shall have at least forty percent (40%) stone or face brick on that side of the Dwelling which faces the street, and on corner Lots, both sides of the Dwelling that face the streets.
- b. Each Dwelling shall have an attached garage.
- c. All plumbing stacks shall be located in the rear of the Dwelling.
- d. Ventilators shall be placed in either the gable ends or soffit areas of the Dwelling or, where they are installed in the roof, they shall be placed in the rear of the Dwelling.

The Subdivider or the Subdivision Control Committee may, but is not obligated to, grant variances from the building restrictions set forth in this Paragraph 3, under those circumstances which, in the Subdivider's or the Subdivision Control Committee's sole discretion, is warranted by architectural or aesthetic considerations. The Subdivider's or the Subdivision Control Committee's decision on any request for a variance shall be final.

4. FENCES. Fences are prohibited in front and side yards. Fences over six feet (6') in height are prohibited in rear yards except when constructed pursuant to Town ordinances around swimming pools. The location, style, height, materials and appearance of all fences and the determination of the boundaries between front, side and rear yards shall be made by the Subdivider or the Subdivision Control Committee, in its sole discretion, and such determination shall be final.

Notwithstanding the foregoing:

- a. With the written approval of the Subdivider or the Subdivision Control Committee, as to style, height, materials and appearance, privacy/screening fences not to exceed six feet (6') in height are permitted along the entire eastern side yard lot lines of Lots 2, 6 and 7.
- b. None of the foregoing fence restrictions shall be applicable to, or enforced against the owners or occupants of, Lot 11 of the Real Estate.

5. **STORAGE AND PARKING OF VEHICLES.** No commercial trucks, trucks over 3/4 ton, semi tractors, or semi trailers of any kind shall be kept on or stored on any part of the real estate included within the Woodland Pines plat of subdivision (the "Subdivision"). All motor homes and other habitable motor vehicles, camping trailers, boats and boat trailers, and other large vehicles shall be parked only in a location so as not to be visible from any street.

6. **SATELLITE DISHES AND ANTENNAS.** No satellite or communication dishes or antennas shall be permitted, except for a satellite dish which does not exceed twenty-four inches (24") in diameter, in a location approved by the Subdivider or the Subdivision Control Committee.

7. **LANDSCAPE, SIDEWALKS AND DRIVEWAYS.** The following shall be installed by the Lot owner, at the Lot owner's expense, on each Lot, prior to occupancy of a Dwelling thereon:

a. Fully sodded front and side yards and a fully sodded or seeded rear yard in accordance with the landscape plan approved by the Subdivider under Paragraphs 1 and 20, or the Subdivision Control Committee under Paragraphs 1 and 21, to be maintained at a height not to exceed six inches (6"). The determination of the location of the boundaries between front, side, and rear yards shall be made by the Subdivider or the Subdivision Control Committee in its sole discretion, and such determination shall be final.

b. A minimum of two (2) trees, each with a minimum two inch (2") diameter trunk, in the front yard of each Lot, but not in the parkway (prohibited by Town Ordinance).

c. A minimum of six (6) foundation shrubs in the front of each Dwelling.

d. Sidewalks and driveways, as shown on the site plan for the Lot as approved by the Subdivider under Paragraphs 1 and 20, or the Subdivision Control Committee under Paragraphs 1 and 21.

If the weather or season does not permit the successful planting of the sod, seed, trees or shrubs, the Lot owner shall, prior to occupancy of the Dwelling, place in escrow with the Subdivider a sum equal to the cost of installing same. After the deposit of the escrow, the owner of the Dwelling shall have the right to take occupancy of the Dwelling. This sum, without interest, shall be reimbursed to the owner at such time as weather permits and the owner has completed the planting.

8. **SWIMMING POOLS.** All swimming pools must comply with all local codes and ordinances and all requirements of Subdivider or the Subdivision Control Committee, and must be located behind the Dwelling in the rear yard as much as possible in a location so as not to be visible from any street in the location on the site plan approved by the Subdivider or the Subdivision Control Committee.

9. **CLOTHES LINES.** No outside clothes lines, drying racks or similar type devices shall be erected, raised or rigged or constructed on any Lot in any location where they may be visible from the street.

10. **EXTERIOR LIGHTING.** Each Lot shall have an exterior post light fixture which shall be placed on each Lot by the driveway and near the street easement line in a location on the site plan which shall be approved by the Subdivider or the Subdivision Control Committee. Each such light shall be operated by a photocell and shall be on from dusk to dawn. Subdivider shall select and designate the type and/or design of such fixture. All repairs to and replacements of such exterior light fixture shall be consistent in color, quality, and appearance as originally approved by the Subdivider or the Subdivision Control Committee.

11. **MAILBOXES.** The size, type, design, shape, color and type of material for each mailbox, the location of each mailbox, and the installation method for each mailbox, shall be approved in advance in writing by the Subdivider or the Subdivision Control Committee. All repairs to and replacements of such mailboxes shall be consistent in color, quality and appearance as originally approved by the Subdivider or the Subdivision Control Committee.

12. **ANIMALS.** No livestock, poultry, rabbits, pigeons or other birds or any farm animal(s) shall be kept in the Subdivision. Only domesticated house pets usually kept in a residence are permitted.

13. **WEAPONS.** The use of firearms or other dangerous and/or deadly weapons in the Subdivision is strictly forbidden. No hunting, target practice nor any other use of firearms or other weapons is allowed.

14. **MODEL HOMES.** No Lot shall be used as a model home or exhibit house, without the prior written approval of the Subdivider or the Subdivision Control Committee, except as allowed and provided in Paragraph 29.

15. **HOME CONSTRUCTION DEADLINE.** Construction of a Dwelling on each Lot shall commence by the earlier of (a) the last day of the twelfth (12th) calendar month after the first conveyance of title to that Lot by Subdivider, or (b) the last day of the sixty-sixth (66th) calendar month after the date of recording of this Declaration, and shall be completed within one (1) year from the date of commencement of such construction. Completion shall include sidewalks, driveways and landscaping, except as otherwise

provided in Paragraph 7. In the event that such construction has not commenced within said time limit, the owner of said Lot (whether or not said owner purchased the Lot from Subdivider or a third party) and each of such owner's successors and assigns shall be obligated to pay Subdivider an additional purchase price amount of Five Thousand One Hundred Forty-five Dollars (\$5,145.00), which shall be payable ten (10) days after Subdivider's written demand therefor, with interest at the rate of eight percent (8%) per annum from the thirtieth (30th) day after the date of such demand until paid in full, plus all of Subdivider's costs and expenses of collection thereof, including attorney fees. In that event, a lien shall arise and be created in favor of the Subdivider and against the Lot for said amount due, and said interest, costs and expenses.

16. REMOVAL OF MUD AND DEBRIS. All mud and debris carried on to a street in the Subdivision during the construction of a Dwelling on any Lot shall be removed daily, and the owner shall so inform his general contractor and any workmen. If this provision is not complied with, the Subdivider shall have the right, but not the obligation, to remove the mud and debris and the owner of the Lot shall immediately, upon demand, reimburse the Subdivider for the cost of removal. In that event, a lien shall arise and be created in favor of the Subdivider and against the Lot for the cost of removal.

17. DAMAGE TO PUBLIC IMPROVEMENTS. The owner of each Lot shall be responsible for any damage that occurs to the curb, gutter, street, utility service, or any other public improvement during construction on the owner's Lot. The owner shall promptly repair or pay for the cost of repairs of any such damage regardless of fault. In the event that the owner does not promptly make the required repairs, then the Subdivider shall send a notice to the owner. If the repairs are not completed within thirty (30) days after the date the notice is mailed, then the Subdivider, at its' option, may make the repairs, and the owner of the Lot shall immediately, upon demand, reimburse the Subdivider for the cost of the repairs. In that event, a lien shall arise and be created in favor of the Subdivider and against the Lot for the cost of the repairs.

18. HOME MAINTENANCE REQUIREMENT. The Subdivider believes that the residents of the Subdivision want a well-maintained area. This includes, but is not limited to, such items as lawn installation, lawn and yard care and maintenance, exterior maintenance and upkeep of the Dwelling. Failure to properly maintain the Dwelling and the Lot shall be a breach of this Declaration.

19. SIGNS; WEEDS; REFUSE. No signs or other advertising shall be displayed on any Lot unless the size, form and number are first approved in writing by the Subdivider or the Subdivision Control Committee, except for "For Sale" signs for the sale of the Lot. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot which is occupied by a completed Dwelling. The height of weeds or grass shall not exceed six inches (6") on a Lot which is occupied by a completed Dwelling. No refuse pile or unsightly objects shall be allowed to be placed or remain in the Subdivision. In the event that any owner of any Lot shall fail or refuse to keep the Lot free from weeds,

underbrush or refuse piles or other unsightly growths or objects in accordance with the foregoing, or to landscape the Lot as required by Paragraph 5, or to keep the grass at a height of less than six inches (6") as required by Paragraph 5, then the Subdivider or any owner of any other Lot may enter upon such Lot and remove the same and/or to otherwise bring the Lot into compliance therewith at the expense of the owner and such entry shall not be deemed a trespass, and the owner of the Lot shall immediately, upon demand, reimburse the Subdivider for the cost of compliance. In the event of such, a lien shall arise and be created in favor of the Subdivider or such other Lot owner and against such Lot for the cost of compliance.

20. PRIOR APPROVAL OF BUILDING PLANS . For the purpose of further insuring the development of the Subdivision as an area of high standards, the Subdivider reserves the power to control the design, appearance, and location of each Dwelling, all Structures, and all other improvements placed on each Lot, the site plan for each Lot, the fencing on each Lot, and the landscaping of each Lot. The Subdivider may waive in part the benefits of this Declaration. If such waiver is by a document duly executed by the Subdivider and acknowledged and recorded with the Recorder of Lake County, Indiana, the same shall permanently waive the burden of such part of the Declaration for the Lot benefitted and shall be binding upon all of the owners of the Real Estate and their respective successors and assigns.

WHETHER OR NOT PROVISION IS SPECIFICALLY STATED IN ANY CONTRACT OR IN ANY CONVEYANCE OF A LOT MADE BY THE SUBDIVIDER, ITS SUCCESSORS OR ASSIGNS, THE OWNER OR OCCUPANT OF EACH LOT, BY ACCEPTANCE OF TITLE TO OR BY TAKING POSSESSION OF A LOT, COVENANTS AND AGREES THAT NO DWELLING OR STRUCTURE (AS DEFINED IN PARAGRAPH 1) SHALL BE PLACED UPON SUCH LOT AND NO MODIFICATION OF ANY DWELLING OR STRUCTURE SHALL BE MADE UNLESS AND UNTIL THE PLANS AND SPECIFICATIONS, SITE PLAN AND LANDSCAPING PLAN FOR EACH HAVE BEEN APPROVED IN WRITING BY THE SUBDIVIDER OR BY THE SUBDIVISION CONTROL COMMITTEE. Each Dwelling or Structure shall be placed on the Lot, and each modification to each Dwelling and Structure on the Lot shall be made only in accordance with the plans and specifications, a landscape plan, and a site plan, which have been approved in writing. Refusal of written approval of plans and specifications, landscape plans, and/or site plans by the Subdivider may be based on any ground, including purely aesthetic grounds which, in the sole, absolute and uncontrolled discretion of the Subdivider shall seem sufficient. After written approval, no alteration in the exterior appearance of the Dwellings or Structures, the landscaping, or the site plan shall be made without written approval by the Subdivider or the Subdivision Control Committee. If there is a request for written approval, and if the Subdivider or Subdivision Control Committee shall fail to approve or disapprove same in writing within ninety (90) days after written request, then such written approval shall not be required but shall be presumed; provided that no Dwelling or Structure shall be erected, and no landscaping plan or site plan shall be installed or constructed which violates any provision of this Declaration. The Subdivider's

rights under this Paragraph 20 are freely assignable and transferrable, without limitation. Each Lot owner and his contractors covenant and agree that no building permit shall be issued by the Town until and unless the plans and specifications for each proposed Dwelling and Structure have been given written approval by the Subdivider.

Neither the Subdivider, nor any of its employees, agents, or representatives shall be liable for any damage, loss or prejudice suffered or claimed by any Lot owner or contractor who submits such plans on account of (a) any defects in any plans submitted, revised, or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans; (c) the approval or disapproval of any plans; and/or (d) the development of the Real Estate. Any person submitting plans to the Subdivider shall hold the Subdivider harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

21. SUBDIVISION CONTROL COMMITTEE. The Subdivider may appoint one or more persons to a subdivision control committee (the "Subdivision Control Committee") for the purpose of approving plans in writing under Paragraph 20. After the Subdivider has sold the last Lot owned by it, all privileges, powers, rights and authority of the Subdivider shall be exercised by and be vested in the owners of Lot 11 of the Real Estate, so long as Lot 11 of the Real Estate is owned by either Randall L. Mitchell or Mary Mitchell. At such time as Randall L. Mitchell and/or Mary Mitchell no longer own Lot 11 of the Real Estate, all such privileges, powers, rights and authority shall be vested in a committee of three (3) people to be selected by the owners of a majority of the Lots, and thereafter said committee shall be the Subdivision Control Committee for all purposes under this Declaration.

22. ENFORCEMENT. For a violation or a breach of any provision of this Declaration by any owner or occupant of any Lot or by any person claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the Lot owners, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with these terms or to prevent the violation or breach of any of them or to recover damages, or both, and shall be entitled to recover all costs thereof, including attorneys' and expert witness fees. In addition, the Subdivider shall have the right, whenever there shall have been built on any Lot any Dwelling or Structure which is in violation of this Declaration, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the owner, and the owner of the Lot shall reimburse the Subdivider, upon demand, for the cost of such abatement or removal. Any such entry and abatement or removal shall not be deemed a trespass. In the event of such action, a lien shall arise and be created in favor of the Subdivider and against such Lot for the full amount of such abatement or removal costs, as well as for all attorney's and expert witness fees and all damages recovered therein.

23. LIEN FORECLOSURE. Should a Lot owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the holder of such lien and/or its successors and assigns, shall have the right to foreclose such lien, and to collect

interest on the amount due at the rate of twelve percent (12%) per year from the date the lien was created, and shall be entitled to receive all costs of collection, including attorneys' and expert witness fees. Such liens shall be foreclosed in the same manner as required for mechanic's liens under Indiana law.

24. SUBDIVIDER'S RIGHT TO AMEND DECLARATION. Subdivider reserves the right and power and without consent or approval of any of the owners of Lots or mortgagees of the Lots to amend or supplement this Declaration at any time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the Lots, and the Dwellings and Structures constructed or located thereon, (c) to bring this Declaration into compliance with any law or statutory requirements, (d) to correct clerical or typographical errors in this Declaration or any exhibit or supplement hereto.

25. NON-WAIVER. The failure for any period of time to compel compliance with any restrictions, conditions or covenants shall in no event be deemed a waiver of the right to do so thereafter, and shall in no way be construed as a permission to deviate from the requirements of this Declaration.

26. TERMINATION AND AMENDMENT; EXTENSION OF. Unless sooner terminated or amended, this Declaration shall inure to the benefit of and be enforceable by the Subdivider, its beneficiaries, or the owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded. Unless terminated or amended as provided in this Paragraph 26, this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be (a) amended at any time by an instrument signed by the then owners of two-thirds (2/3) of the Lots, or (b) terminated at any time by an instrument signed by the then owners of ninety percent (90%) of the Lots. Any amendment or termination shall not become effective until recorded in the Office of the Recorder of Lake County, Indiana.

27. NOTICES. Any notice required to be sent to any owner of a Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address of that owner's Lot, or to the person who appears as owner of that Lot and to the address shown on the records of the Lake County Auditor at the time of mailing.

28. SEVERABILITY. In the event that any part of this Declaration 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.

29. CONSTRUCTION AND SALE. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Subdivider to maintain and carry on upon any part of the Subdivision, such facilities and activities as, in the sole opinion of Subdivider, may be reasonably required, convenient, or incidental to the sale of the Lots, including but not limited to, business offices, signs, model homes, and sales offices, and the Subdivider shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings owned by the Subdivider as models and sales offices. This Paragraph may not be amended without the express written consent of the Subdivider.

30. LIMITATION ON SUBDIVIDER'S LIABILITY. Notwithstanding anything to the contrary herein, it is expressly agreed, and the owner of each Lot, by accepting title to a Lot, acknowledges and agrees that neither the Subdivider (including without limitation any assignee of the interest of Subdivider hereunder) nor any beneficiary, director, member, manager, officer or shareholder of Subdivider (nor any beneficiary, partner, officer, director, member, manager or shareholder in any such assignee) shall have any personal liability to any Lot owner, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration except to the extent of its interest in the Real Estate; and, in the event of a judgment, no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor.

31. COSTS AND EXPENSES OF COMPLIANCE. Whenever in this Declaration an obligation is imposed on the owner of a Lot, the cost and expense of complying with such obligation shall be the sole responsibility of the owner of the Lot; provided, however, that this Paragraph 31 shall not apply to the Subdivider or to its successors or assigns.

32. MISCELLANEOUS. The underlined titles preceding the various paragraphs and subparagraphs are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision. 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. The word "owner" shall be defined for purposes of this Agreement as a natural person, firm, corporation, limited liability company, limited liability partnership, limited partnership, partnership, association, trust or other legal entity, or any combination thereof, which owns a fee simple title to a Lot, and any executors, heirs, legatees, successors, and assigns thereof.

IN WITNESS WHEREOF, the Subdivider has caused this instrument to be signed as of this 16th day of November, 2005.

SUBDIVIDER:

WOODLAND PINE DEVELOPERS, LLC

By: 
Randall L. Mitchell, Member

By: 
Mary Mitchell, Member

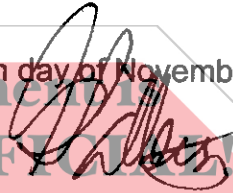


STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

ACKNOWLEDGMENT

The undersigned, a Notary Public in and for said county in the State aforesaid, does hereby certify that RANDALL L. MITCHELL and MARY MITCHELL, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the members of WOODLAND PINE DEVELOPERS, LLC, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as a free and voluntary act of Woodland Pine Developers, LLC, for the uses and purposes therein set forth.

Given under my hand and seal this 16th day of November, 2005.



Glenn R. Patterson, Notary Public
the Lake County Recorder

My Commission Expires:

November 25, 2008

County of Residence:

Lake



This instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, Easton Court, 300 East 90th Drive, Merrillville, Indiana 46410

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