

22

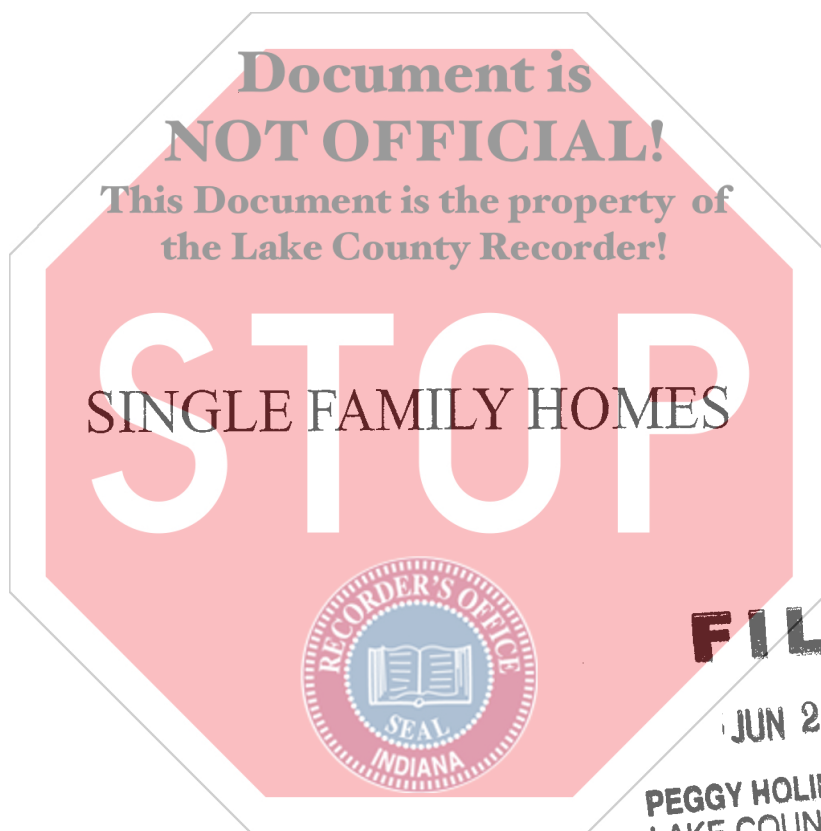
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 045382

2008 JUN 20 PM 2: 29

MICHAEL A. BROWN
RECORDER

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TRAILVIEW



FILED

JUN 20 2008

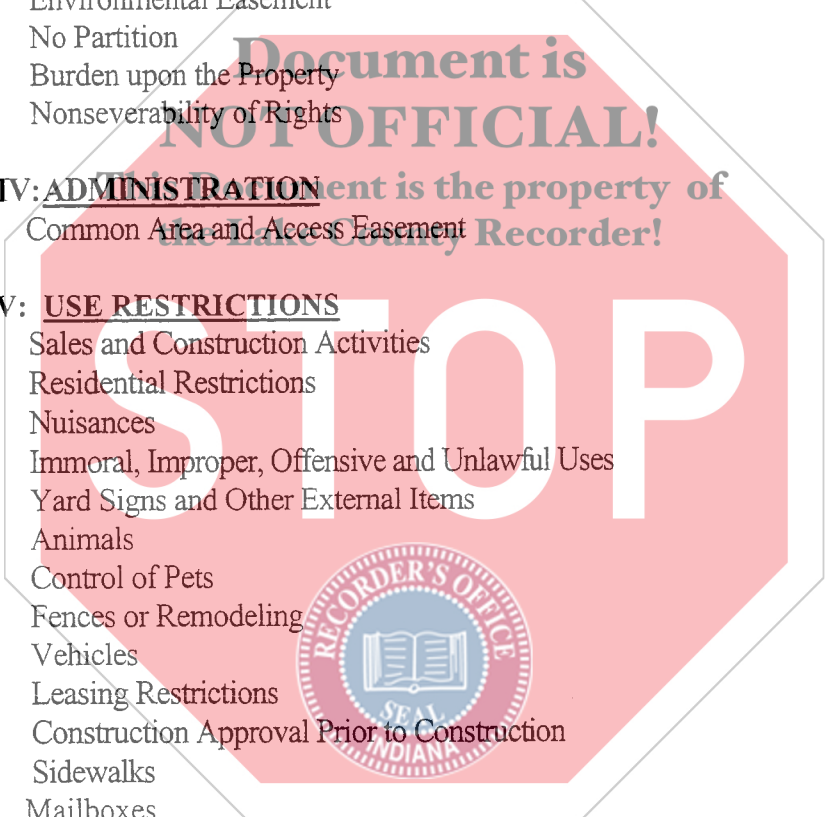
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

✓ #1049
S4⁰⁰
PB

010516

TABLE OF CONTENTS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAILVIEW ESTATES.

ARTICLE I: <u>DEFINITIONS</u>	1
1. Definitions	1
ARTICLE II: <u>DEVELOPMENT</u>	3
1. Development of Property	3
ARTICLE III: <u>PROPERTY RIGHTS</u>	3
1. General	3
2. Owner's Easement of Enjoyment	4
3. Access	4
4. Easements for Declarant	4
5. Changes in Boundaries; Additions to Common Area	5
6. Easements for Public Services	5
7. Sales and Construction Offices	5
8. Environmental Easement	5
9. No Partition	6
10. Burden upon the Property	6
11. Nonseverability of Rights	6
ARTICLE IV: <u>ADMINISTRATION</u>	6
1. Common Area and Access Easement	6
ARTICLE V: <u>USE RESTRICTIONS</u>	6
1. Sales and Construction Activities	6
2. Residential Restrictions	7
3. Nuisances	7
4. Immoral, Improper, Offensive and Unlawful Uses	7
5. Yard Signs and Other External Items	7
6. Animals	7
7. Control of Pets	8
8. Fences or Remodeling	8
9. Vehicles	8
10. Leasing Restrictions	9
11. Construction Approval Prior to Construction	9
12. Sidewalks	9
13. Mailboxes	9
14. Landscaping	10
15. Driveways	10
16. Satellite Dishes; Pools	11
17. Signs	11
18. Garbage, Trash, Storage and Other Refuse Disposal	11
19. Accessory Buildings	11



20	Composition and Control of Architectural Control Committee	12
21	Approval Required by Architectural Control Committee	12
22	Exemption of Declarant and Developer	13
23	Approval and Disapproval	13
24	Discharge of Firearms	14
25	Liability and Responsibility	14
26	Noise Pollution	14
27	Water and Wetlands	15
28	Compliance with Soil Control Plan	15
29	No Temporary Building	15
30	Clothes Drying Area	15
31	Common Area	15
32	Timesharing	16
33	Daycare	16
EXHIBIT A: <u>LEGAL DESCRIPTION</u>		18
EXHIBIT B: <u>ADDITIONAL PROPERTY</u>		19
EXHIBIT C: <u>COMMON AREA LEGAL DESCRIPTION</u>		20
EXHIBIT D: <u>MAILBOX SPECIFICATION</u>		21



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAILVIEW**

This Declaration of Covenants, Conditions and Restrictions for TRAILVIEW is made this 20th day of June , 2008, by STERLING DEVELOPMENT GROUP LTD, an ILLINOIS CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in the City of Hobart, Lake County, Indiana, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference, and the Declarant desires to subject such property to the provisions of this Declaration, residences on such property, and to provide a flexible and reasonable method for the administration and maintenance of such property; and

WHEREAS, as hereinafter provided in this Declaration, the Declarant has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the residential community described herein, such other property as the Declarant may acquire from time to time and/or wish to subject to the terms of this Declaration.

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit A as may by subsequent amendment hereto be subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens, and conditions which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration, and which shall be binding on all parties having any right, title, or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and where provided herein, shall benefit the property on which certain common areas are located.

**ARTICLE I
DEFINITIONS**

1. Definitions.

When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

a. "Architectural Control Committee" or "Committee" shall mean no more than a three (3) member committee appointed by Declarant which shall review all plans, specifications or other material prepared for the construction, renovation, modification, alteration or reconstruction of improvements to any real estate subject to this Declaration, and which shall administer and enforce certain covenants, conditions and restriction set forth herein.

b. "Common Area" shall mean and refer to all real and personal property now or hereafter owned and/or maintained by the Owners for the common use and enjoyment of the Owners. Included within the Common Area may be the following, if any: storm-water management facilities, and surrounding landscaped areas, except to the extent any of the foregoing has been publicly dedicated. The designation of any land and/or improvements as Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. The description of the Common Area existing as of the date hereof is attached hereto as Exhibit C and such additional parcels of land as may be subjected to the terms of this Declaration in accordance with Article II.

c. "Declarant" shall mean and refer to Sterling Development Group Ltd., its successors and assigns.

d. "Declarant Rights" shall mean any and all rights, powers and privileges reserved, granted or otherwise provided for herein which may be exercised by, or which benefit only, the Declarant.

e. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Trailview and all amendments thereof filed for record in the Office of the Recorder of Lake County, Indiana.

f. "Developer" shall mean Sterling Development Group Ltd. An Illinois Corp, its successors and assigns as may be designated in a recorded instrument.

g. "Development", with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon, and any portion of the Additional Property submitted to the provisions hereof pursuant to Section 2.02.

h. "Dwelling", with an initial capital letter, shall mean and refer to any improved property intended for use as a single-family detached dwelling located within the Development.

i. "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure.

j. "Living Space" shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics, and basements.

k. "Lot" shall mean and refer to any unimproved portion of the Property (and a subdivided lot of record) upon which it is intended that a Dwelling shall be constructed.

l. "Member" shall mean an Owner who holds Membership in the Association pursuant to Section 4.01 of the Declaration.

m. "Mortgagee", with an initial capital letter, shall mean and refer to the holder of a Mortgage.

n. "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.

o. "Owner", with an initial capital letter, shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Lot or Dwelling, excluding, however, those persons having such an interest under a Mortgage. In the event that there is recorded in the Office of the Recorder of Deeds of Lake County, Indiana, any installment land sales contract covering any Lot or

Dwelling, the Owner of such Lot or Dwelling shall be the purchaser under said contract and not the fee simple title holder. An installment land sales contract shall be an instrument whereby the purchaser is required to make payment for a Lot or Dwelling for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to such Lot or Dwelling until all such payments are made, although the purchaser is given use of such Lot or Dwelling.

p. "Person" shall mean and refer to a natural person, corporation, partnership, trust, or other legal entity, or any combination thereof.

q. "Property", with an initial capital letter, shall mean and refer to those tracts or parcels of land described on Exhibit A together with all improvements thereon, including the Common Area, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, and, upon submission to the provisions of this Declaration, or any portion thereof, or any tracts or parcels of land hereafter added thereto, together with all improvements thereon.

r. "Record" or "place of record" means to record a document in the Office of the Recorder of Lake County, Indiana.

(aa) "City" shall mean and refer to the City of Hobart , Indiana, its successors and assigns.

(bb) "Manufactured Home" shall mean a dwelling unit fabricated in an off site manufacturing facility, designed to be transported to a building site.

Document is NOT LEGAL!

**ARTICLE II
DEVELOPMENT**

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

1. Development of Property

All Lots within the Development shall be and are hereby restricted exclusively to residential use and shall be subject to the standards and restrictions set forth in Article X hereof. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option (as defined in Section 2.02) to submit Additional Property to the terms of this Declaration and to make improvements and changes to all Common Area and to any other portion of the Property owned by Declarant, including, without limitation, (i) installation and maintenance of any improvements in and to the Common Area, (ii) changes in the location of the boundaries of any Lots or Dwellings owned by the Declarant of the Common Area, (iii) installation and maintenance of any water, sewer, and other utility systems and facilities, and (iv) installation of security and/or refuse facilities. Any and all improvements or changes made, as aforesaid, shall not result in an encroachment on Lots not owned by Declarant.

ARTICLE III

PROPERTY RIGHTS

1. General.

Each Lot and Dwelling shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. Each

be conveyed, transferred and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of this Declaration, including, without limitation, the provisions of this Article III.

2. Owner's Easement of Enjoyment.

Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants, and guests shall have a non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Area, such easement to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

a. The rights and easements reserved in this Article hereof for the benefit of the Association, its directors, officers, agents, and employees.

b. The rights and easements reserved in this Article hereof for the benefit of the Additional Property.

c. The rights of the holder (and its successors and assigns) of any Mortgage which is prior in right or superior to the rights, interests, options, licenses, easements, and privileges herein reserved or established.

3. Access.

All Owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Development from time to time provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times.

4. Easements for Declarant.

During the period that Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Common Area for the purpose of constructing Dwellings and other improvements in and to the Additional Property and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Area) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Dwelling or Lot or has the right to submit the Additional Property or any portion thereof to the Development, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress, and egress to the Common Area and improvements thereon for such purposes as Declarant

deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Development to the use of the Common Area.

5. Changes in Boundaries: Additions to Common Area.

Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Area, any Lots or Dwellings owned by Declarant and the realignment of boundaries between adjacent Lots or Dwellings owned by Declarant.

6. Easements for Public Services.

Declarant hereby grants to the relevant governmental authority or agency, as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Common Area for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

7. Sales and Construction Offices.

Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant, Developer, and its successors and assigns the alienable and transferable right and easement in and to the Property for the maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of Declarant or Developer may be reasonably required, convenient, or incidental to the completion, improvement, and/or sale of Lots, Dwellings, Common Area, or the Additional Property, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

8. Environmental Easement.

There is hereby reserved for the benefit of Declarant, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all portions of the Common Area for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to maintain any and all wetland areas on the Property, the right to drain standing water, and the right to dispense pesticides. Further, there is hereby reserved for the benefit of Declarant, the right and authority to grant an easement over all wetland areas or other areas for conservation purposes, on, over, and across all portions of the Common area and Lots, provided such easement does not interfere with the construction of a Dwelling on any Lot.

9. No Partition.

There shall be no judicial partition of the Development or any part thereof, nor shall

any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

10. Burden upon the Property.

Declarant hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and be binding upon each and every Owner, and his or her respective heirs, representatives, successors, purchasers, lessee, grantees and mortgagees. By the recording or acceptance of the conveyance of a Lot or Dwelling or any interest therein, the person or entity to which such interest is conveyed shall be deemed to accept and agree to bind by the provisions of this Declaration.

11. Nonseverability of Rights.

The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth herein and may not be severed or alienated from such ownership.

**Document is
NOT OFFICIAL!**
STOP

1. Common Area and Access Easement.

The owners, subject to the rights of Declarant and the rights and duties of the Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition order, and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the laws of Indiana.

**ARTICLE X
USE RESTRICTIONS**

1. Sales and Construction Activities.

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and Developer and their agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, Common Area, and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved by Declarant from time to time, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 10.01 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use and Dwelling as an office for the sale of Lots and/or Dwellings and for related

activities.

2. Residential Restrictions.

The Property shall be used only for residential, personal, recreational and related purposes as may more particularly be set forth in the Declaration and amendments thereto. Home offices which do not increase traffic within the Property shall be considered residential uses and related purposes if the Lot or Dwelling is occupied as a residence by the persons using it as a home office.

3. Nuisances.

No nuisances shall be allowed upon any Lot or Dwelling nor shall any use or practice be allowed which would annoy residents or interfere with the peaceful possession and proper use of the Lots or Dwellings by its residents, or which will obstruct or interfere with the rights of other Owners.

4. Immoral, Improper, Offensive and Unlawful Uses.

No immoral, improper, offensive or unlawful use shall be made of any Lot or Dwelling or any part thereof and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Owners of complying with the requirements of governmental bodies regarding the maintenance, modification or repair of Lots or Dwellings shall be the same as provided in Article IV hereof.

5. Yard Signs and Other External Items.

No Owner shall display any yard sign (including "For Sale" signs), advertisement or notice of any type on a Lot or Dwelling, on or in any building for display to the public, in windows, on vehicles or anywhere in the Property and no Owner shall erect any exterior antennas, aerials or awnings upon any Lot or Dwelling. No clothesline or any similar device shall be allowed on any portion of any Lot or Dwelling. "For Sale" signs may be displayed by a builder of a Dwelling or after four (4) years from the recording of this Declaration.

6. Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Dwelling; except a total of two (2) dogs, cats or other usual and common household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. If any animal may, in the sole discretion of the Owners or its designated agent, make an objectionable amount of noise, endanger the health of the Owners or Occupants of other Lots or Dwellings, or otherwise constitute a nuisance or inconvenience to the Owners or Occupants of other Lots or Dwellings, such animal shall be removed upon the request of the Owners or its designated agent. If the Owner of such animal fails or refuses to honor such request, the animal may be removed at the direction of the Owners. An Owner's or Occupant's failure to remove fecal matter or other solid waste left in any Common Area by an animal owned by an Occupant of such Owner's Lot of Dwelling (or their guests or invitees) shall be conclusively deemed to be a nuisance, and shall subject such Owner to such reasonable penalties as may be determined by the Owners above.

The cost and expense of any removal of an animal under this Section shall be the sole responsibility of the Owner of the Lot or Dwelling where the animal was kept (or was brought by a guest or invitee).

7. Control of Pets.

Every person owning or having possession, charge, care, custody or control of any dog, cat or other uncaged pet shall keep such pet exclusively inside his own Dwelling or inside the confines of such Owner's Lot; provided, however, that such pet may be off the Owner's Lot if it be under the control of a competent person and restrained by a chain, leash or other means of adequate physical control. All Owners must control their pets at all times, whether or not such Owner is present, in a manner that will prevent any pet from (i) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently, (ii) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees, or (iii) otherwise constituting a nuisance or inconvenience to the Owner(s) of any other Lot or Dwelling; all of the foregoing as determined by the Owners. Any pet identified by the Owners as a potentially dangerous animal constituting an unreasonable risk or threat to any other Owners or as to other Owners generally, whether or not such risk or threat is deemed immediate or imminent, or as to the family, guests or invitees of any Owner or other Owners generally, whether due to the type, kind or species of such animal, or its size, natural proclivities or inherent nature, or as a result, whether in whole or in part, of the known tendencies, habit, disposition or history of such animal, or as a result of the manner in which such animal generally is supervised and controlled by its owner, or for any combination of any of the foregoing reasons, shall be subject to such further restriction or control as the Owners may in its absolute discretion deem appropriate, which further restrictions or control may include, without limitation, any one or more of the following additional requirements; (a) constant restraint of the animal by means of a cage, chain, leash or other means deemed appropriate at all times while such animal is outside an Owner's Dwelling, even while such animal is in the area of such Owner's Lot; (b) limitations on the time periods or durations that such animal is permitted to be outside of its Owner's Dwelling; (c) prohibiting the animal to be outside at any time without its Owner present; or (d) permanent removal of the animal from the property.

8. Fences or Remodeling.

The installation of any type of fencing and any remodeling or additions to Dwellings requires approval from the Architectural Control Committee. All fencing shall be located behind the front building line of the main dwelling; shall be composed of materials other than chain links : and shall in no event exceed six (6) feet in height. Decorative fences meaning split rail fencing or wooden fencing which has holes in the posts with wood rails running from post to post no more than 36 inches in height may be permitted in the front or side yards. Must have city permit prior to construction.

9. Vehicles.

Vehicles shall be parked only in the garages or in the driveways within Lots. Commercial vehicles (as defined in rules and regulations promulgated by the

Architectural Control Committee), tractors, mobile homes, recreational vehicles of all types, trailers of all types (either with or without wheels), campers, camper trailers, boats and other watercraft, snowmobiles, all-terrain vehicles, and recreational vehicle trailers shall be parked only in garages. No inoperable vehicles of any kind and no passenger vehicles or other vehicles not currently licensed shall be parked or stored on any driveway. Not vehicles of any kind shall be repaired or rebuilt anywhere within a Lot other than within the garage located thereon. The Architectural Control Committee shall have the right to grant variances from the foregoing restrictions in cases of hardship which variance shall be granted upon such terms and conditions and for such duration as the Architectural Control Committee may determine to be appropriate. Variations shall not inure to the benefit of subsequent Owners of the Lot. The foregoing restrictions do not apply to the parking of construction vehicles and trailers during construction on the Property so long as such vehicles and trailers are parked in accordance with the Architectural Control Committee construction parking regulations.

10. Leasing Restrictions.

All lease or rental agreements must be in writing. Lots or Dwellings shall not be leased for an initial term of less than one (1) year, or for less than thirty (30) days for any term thereafter.

11. Construction Approval Prior to Construction.

All dwellings shall be of new construction. No Manufactured Homes or other buildings substantially constructed off-site shall be moved onto any of the Lots. No Dwelling and no other structure of any kind, character, or description shall be commenced, erected or maintained on any of the Property until the plans and specification have been submitted to and approved by the Architectural Control Committee. Construction is to be completed in 7 months from excavation including sidewalks and driveway.

12. Sidewalks.

Each Lot Owner shall be responsible for installing, at the Lot Owner's expense, a sidewalk across the Owner's Lot where designated by the final approved subdivision plat. Sidewalks shall be five (5) feet wide and a minimum of four (4) inches deep.

13. Mailboxes.

The Declarant shall select and designate a standard mailbox and post for the Development, including the designation of design, size, appearance, color and quality of material, which shall be installed and paid for by each Owner. All repairs and replacements to any such mailbox shall be consistent in design, size, appearance, color and quality of material with the mailbox and post designated by the Declarant. The location and placement of mailboxes and posts shall be as determined by the United States Postal Service, the City or other federal, state or local agency having authority. Therefore, and each Owner shall be granted an irrevocable license to install a mailbox upon any portion of the Property so determined as appropriate. Mailboxes shall be purchased by Lot Owner.

14. Landscaping.

Except for natural areas approved by the Architectural Control Committee, each front yard and side yard shall be landscaped with sod grass. Only the back yards may be hydro seeded if sod is not installed. Each Owner, who has not commenced the construction of a Dwelling on the Owner's Lot within one (1) year from the date of conveyance of title to the Lot to such Owner, shall clear, till and seed the Lot, and thereafter shall keep the Lot mowed and trimmed in a manner as required by the ordinances of the City. Landscaping shall be completed within 6 months of occupancy.

Each Lot Owner shall be required to plant in the front yard area of the subject Lot a minimum of two (2) deciduous trees with a minimum diameter of two (2) in diameters a minimum of six (6) feet in height above grade. Lot Owner shall submit landscaping receipts of a minimum of five (5%) percent of the Lot Price, which receipts shall not include any items set forth above. Shorter, ornamental trees may be used to satisfy this requirement upon approval of the Architectural Control Committee. Trees must be planted with in 9 months of occupancy.

The following additional requirements shall supplement the foregoing landscaping requirements in this Section 14:

- a. All deciduous trees must be of a seedless variety (silver maples and box elders, willow, mulberry, black walnut, walnut osage, orange, for example, are not permitted).
- b. Two (2) seedless deciduous trees shall be shade trees and must be planted in causeway between sidewalk and street.
- c. All hedges located in the front yards of a Lot shall be composed of a variety of shrub that is capable of being trimmed perpetually to a height not to exceed three feet (3'), and all such hedges shall be trimmed as often as is necessary to insure that same shall never exceed three feet (3') in height.

Front yards and side yard areas that cannot be determined by reference to the Dwelling due to the architectural configuration of the Dwelling or for any other reason, shall be established for that Lot by the Architectural Control Committee, and such determination shall be final. Minimum required landscaping must be installed within six (6) months of Certificate of Occupancy. No artificial grass, plants or artificial vegetation shall be placed or maintained upon the exterior portion of the Lot, unless approved by the Committee. No trees or shrubs, the trunk of which exceeds four (4") inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Owners.

15. Driveways.

All driveways must be constructed of concrete and construction of a driveway must be completed within ninety (90) days after occupancy of a Dwelling of a Dwelling on the Lot. Driveways of brick, cobblestone, or other materials or a combination of materials may be installed only upon approval of the Architectural Control Committee. There shall be a minimum of two feet (2') of yard between each side lot line

of a Lot, and the paving material of a driveway.

16. Satellite Dishes: Pools.

No satellite dishes larger than one meter in diameter shall be permitted on any part of the Property or the Lots. Owners shall submit detailed plans to the Architectural Control Committee for all proposed satellite dish installations, properly scaled and dimensioned for prior review and approval by the Architectural Control Committee. The Architectural Control Committee shall act consistent with Section 207 of the Telecommunications Act in approving all installations

Pools are permitted within the Property pursuant to City approval and upon the approval of the Architectural Control Committee or Modifications Committee.

17. Signs

No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, Dwelling, or other portion of the Property; on any building; in windows; or in vehicles or anywhere in the Property. No business activities of any kind whatsoever shall be conducted in any Dwelling or on any portion of the Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenances of buildings, if any, of the Declarant or Developer, their agents and assigns, during the construction and sale of Lots.

18. Garbage, Trash, Storage and Other Refuse Disposal.

All equipment, garbage cans, woodpiles, or storage piles shall be kept screened to or stored as to conceal them from the view of neighboring Lots and streets. All rubbish, trash or garbage shall be regularly removed from all Lots and shall not be allowed to accumulate on the Lots. No Owner of a Lot shall burn or permit the burning of garbage or other refuse. No Owner, or builder or contractor for such Owner, shall dump construction debris, dirt, sand, trash or rubbish on any Lot, street or other area on the Property. Each Owner shall be responsible for the appropriate removal of all such construction debris, dirt, sand, trash and rubbish, and Declarant shall not have any liability or responsibility therefore.

19. Accessory Buildings.

All greenhouses, gazebos, playhouses, storage sheds and other free-standing structures ("Accessory Buildings") are subject to the approval of the Architectural Control Committee and shall satisfy the following criteria: (i) they may only be installed in rear yards; (ii) Architectural Control Committee must be received prior to construction; (iii) only Accessory Building per Lot or Dwelling; (iv) the roof pitch is equivalent to Dwellings' roof pitch and the shingles match the Dwelling shingles; (v) the exterior siding is the same as the Dwelling; (vi) the color is the same as the Dwelling; (vii) it is of wood frame construction; (viii) it has the proper foundation; (ix) it complies with City building or structure or Accessory Building inconsistent with the general architectural design and the aesthetic appeal of either (a) the Dwelling of such Lot or (b) the remainder of the Dwellings on the Property.

20. Composition and Control of Architectural Control Committee.

An Architectural Control Committee is hereby established, and shall be composed of that person or those persons designated and appointed from time to time to serve as or on the Architectural Control Committee by the Declarant. Notwithstanding the provision of this Article, the Architectural Control Committee shall be and remain at all times under the control and governance of the Declarant, in the sole discretion of the Declarant, subject only to the further provisions of this Article, until such time as Declarant shall have conveyed title by deed to the last Lot. Accordingly, and until such time, Trailview Lot Owners shall have not right to control or effect the composition of the Architectural Control Committee in any manner whatsoever. At such time as Declarant shall have conveyed title by deed to the last Lot as aforesaid, the Architectural control Committee shall then and thereafter become and be a committee of the Owners of Trailview Subdivision Lots, obligated hereby to exercise architectural control of the Development and the Rules and Regulations as amended from time to time. Accordingly, until such time as Declarant shall have conveyed title by deed to the last Lot as aforesaid, the Lot Owners shall be prohibited from in any manner whatsoever exercising or attempting to exercise any form of architectural control within the Development. Notwithstanding the foregoing, the Declarant may, in its sole discretion, turn control of the Architectural Control Committee over to the Trailview Subdivision Lot Owners at any time prior to the time that such is otherwise required hereunder. Also, guidelines, rules and regulations, and laws of the city of Hobart and Lake County Indiana.

21. Approval Required by Architectural Control Committee.

No Dwelling, building, fencing, wall, deck, improvement or other structure shall be commenced, erected or maintained on the Property or any other Lot, nor shall any exterior addition, change or alteration, including painting, therein be made, nor shall any restoration or reconstruction of any Dwelling building, fence, wall, deck, improvement or other structure commence after casualty, damage or otherwise, until the plans and specifications, lay-out, exterior elevations, landscaping plan and grading plan, which shall show the nature, kind, shape, height, materials, color scheme and location on Lot of the improvement(s) to be made shall have height, materials, color scheme and location on Lot of the improvement(s) to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography and lot lines by the Architectural Control Committee.

All plans and specifications, lay-out, exterior elevations, grading plans, landscaping plans and other material shall be filed in the office of the Declarant for referral to the Architectural Control Committee. A report in writing set forth the decisions of the Architectural Control Committee and the reasons therefore shall be transmitted to the applicant by the Architectural Control Committee within thirty (30) days after submission of the final plans, specifications and other material as required in this Declaration, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with. At this time a request for a building permit is made to the City, the plans along with the written approval of the Architectural Control Committee shall be submitted to the City.

22. Exemption of Declarant and Developer.

Notwithstanding any provision of this Declaration to the contrary, Declarant and Developer shall not be required to receive approval or permission from the Architectural Control Committee in connection with the original improvement of the Property or any Lot.

23. Approval and Disapproval.

The Architectural Control Committee shall have the right in its sole discretion, to refuse to approve any part or all of the required materials submitted pursuant to this Article. Without limiting its right to refuse to grant approvals required under this Article when any one of the following conditions are present:

- a. The plans, specifications, drawings or other materials submitted either demonstrate that the proposed improvement does not otherwise comply with this Declaration, or is insufficient for the Architectural Control Committee to determine whether the proposed improvement otherwise complies with this Declaration.
- b. The overall design or color scheme of a proposed improvement, repainting or medication is not in harmony with the aesthetics and materials of the Development. The standard of aesthetics shall be judged by objective considerations such as (1) the harmony of proposed colors with those of existing improvements; (2) the harmony of a proposed landscaping plan with those already existing and (3) the harmony of the style of a proposed improvement or modification with the general style of improvements already existing. Specific requirements and guidelines regarding design, color scheme and materials used in proposed improvements include the following:
 - i. A flat roof shall not be incorporated into the design or construction of any improvement or modification. The minimum allowable roof slope shall be 6' rise in 12'run.
 - ii. Twenty-five (25%) percent of the front elevation of a Dwelling, excluding architectural detailing and above roof lines, shall be brick, stone, masonry or stucco. The remainder of the Dwelling may have non-masonry siding. Corner homes shall have brick, stone, masonry, or stucco on both street sides.
 - iii. Non-masonry siding shall be cedar, redwood, hardy plank, vinyl (.42 gauge or greater), or otherwise approved by the Architectural Control Committee.
 - iv. All single-family Lots shall have Dwellings that satisfy the following: (a) a 2 story Dwelling shall have Living Space of at least 1900 square feet; (b) a ranch Dwelling shall have Living Space of at least 1500 square feet, (c) Bi-level Dwelling shall have Living Space of 1300 square feet per level, and (d) Tri-level Dwelling shall have Living Space of 700 square feet per level, and 1 1/2 story Dwelling shall have 1750 square

feet.

v. Diversity in home styles, roof lines and appearance shall be encouraged (identical home styles will be discouraged). Encourage side and rear load garages whenever possible.

vi. No Dwelling shall be built closer than twenty-five (25) feet to the right-of-way (building line). On corner Lots, no Dwelling shall be built closer than twenty five (25) feet on one street and twenty (20) feet on the other street.

vii. No Dwelling shall be built closer than twenty (20) feet to the rear Lot boundary,

viii. Lots shall have side yards that are a minimum of ten (10') feet on one side and total twenty (20%) percent of the Lot width at the building line.

ix. No dwelling shall exceed forty five (45') feet in height above the foundation.

x. Overhead garage doors shall be panel style. A minimum of a two car garage.

xi. All plumbing and roof vents shall be on the back of the house.

The Architectural Control Committee shall determine compliance with the foregoing standards in its sole discretion. The Architectural Control Committee may waive compliance with the foregoing standards in cases in which such compliance is or would be inconsistent with the general style or design of the proposed improvement. The Architectural Control Committee may waive compliance with the standards in its sole discretion.

24. Discharge of Firearms.

The discharge of firearms with the Property is strictly forbidden.

25. Liability and Responsibility.

Neither the Declarant, nor the Architectural Control Committee, nor any member thereof, shall be liable for any damage, loss or prejudice suffered or claimed by any Owner or contractor who submits such plans and other materials required by this Article on account of (a) any defects in any plans or specifications submitted revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawing and specifications, and (e) the development of any real estate within the Development. Any person submitting plans to the Architectural Committee, and any member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorney's fees incurred.

26. Noise Pollution.

No use or discharge of any radio, land speaker, horn, whistle, bell, fireworks, or any other sound device that is audible to occupants of other Lots, except alarm devices used

27. Water and Wetlands.

No swimming, boating, use of personal flotation devices or other active use of lakes, ponds, streams, or other bodies of water within Trailview, except that fishing from the shore shall be permitted with appropriate licenses.

28. Compliance with Soil Control Plan.

a. If Rule 5 of 327 IAC 15 relating to Storm Water Runoff Associated with Construction Activity is applicable to any construction site, Owner shall undertake all erosion control measures contained therein as the plan applies to "land disturbing activity" initiated by Owner or Owner's builders, contractors and their subcontractors and to comply with the Declarant'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 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.

b. Owner shall indemnify and hold Declarant harmless from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Owner, Owner's employees, agents, or subcontractors which is not in compliance with Rule 5.

c. Each Owner and builder shall be responsible to maintain cleanliness of streets at all times during and after construction. All dirt and debris shall be removed the same day.

29. No Temporary Building.

No tents, trailers, vans, shacks, tanks, temporary or accessory buildings shall be erected or permitted to remain on any Unit or in the Common Area without the written consent of the Architectural Control Committee after the Declarant has conveyed the last Unit or parcel of real estate which the Declarant owns in Development.

30. Clothes Drying Area.

No portion of any Unit or Common Area shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the Building to be constructed on a Unit.

31. Common Area.

Nothing shall be altered in, constructed on or removed from any of the Common Area except upon the written consent of the Architectural Control Committee.

32. Timesharing.

The operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or

32. Timesharing.

The operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years shall not be permitted, except that Declarant and its assigns may operate such a program with respect to Units which they own.

33. Daycare.

No Unit may be used for the provision of daycare/child care services for more than five (5) children per day. A Unit may be used for daycare/child care for five (5) or less children per day without the approval of the Board.



IN WITNESS WHEREOF, STERLING DEVELOPMENT GROUP LTD. has executed this Declaration by its 20th, this day of June, 2008

STERLING DEVELOPMENT GROUP, LTD.

By: Mary Dunkin

Its: President

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, , a Notary Public in and for County and State aforesaid, do hereby certify that Mary Dunkin, as of STERLING DEVELOPMENT GROUP LTD., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such she, appeared before me this day in person acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposed therein set forth.

Given under my hand and Notarial Seal this 30th day of June, 2008

Barbara J. Bortoli
Notary Public

My Commission Expires: MAY 19, 2016

Resident of County: LAKE

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

PREPARED BY: Mary Dunkin

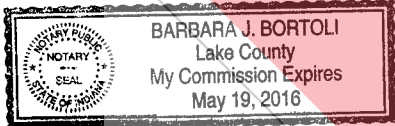


EXHIBIT A
LEGAL DESCRIPTION

Part of the SW ¼ of Section 31, Township of 36 North, Range 7 West of the 2nd P.M., in SW ¼; thence South 89° 48' 36" East, along the South line of said SW ¼, 152.08 feet to the Easterly line of the Northern Indiana Public Service Company right-of-way and the point of beginning; thence North 14° 47' 53" West, along said Easterly line, 619.39 feet to the West line of said SW ¼; thence North 00° 35' 16" West, along said West line, 9.28 feet to the South right-of-way line of the former Elgin, Joliet and Eastern Railroad; thence South 89° 47' 35" East, along said South right-of-way line, 568.34 feet to the East line of the West ½ of the SW ¼ of said SW ¼; thence South 00° 42' 09" East, along said East line 607.48 feet to the South line of said SW ¼; thence North 89° 48' 36" West, along said South line, 417.50 feet to the point of beginning, containing 6.890 acres, more or less.

The address is 1400 W. 10th St., Hobart, IN 46342.
There is no Homeowners Association or Dues.



EXHIBIT B
ADDITIONAL PROPERTY

None.

