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RECORDER'S OFFICE
LAKE COUNTY, INDIANA

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**DECLARATION OF COVENANTS
AND RESTRICTIONS**

FOR

FOX MOOR, UNIT 1B

**a Subdivision to the Town of Merrillville
Lake County, Indiana**

**Recorded in Plat Book 102, Page 87 in the
Office of the Recorder of Lake County, Indiana**

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NOT OFFICIAL!**

and

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FOX MOOR, UNIT 1A and UNIT 2A

**a Subdivision to the Town of Merrillville
Lake County, Indiana**

**Recorded in Plat Book 103, Page 20 in the
Office of the Recorder of Lake County, Indiana**

Developed by:

GCC MERRILLVILLE VENTURE, LLC



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**PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR**

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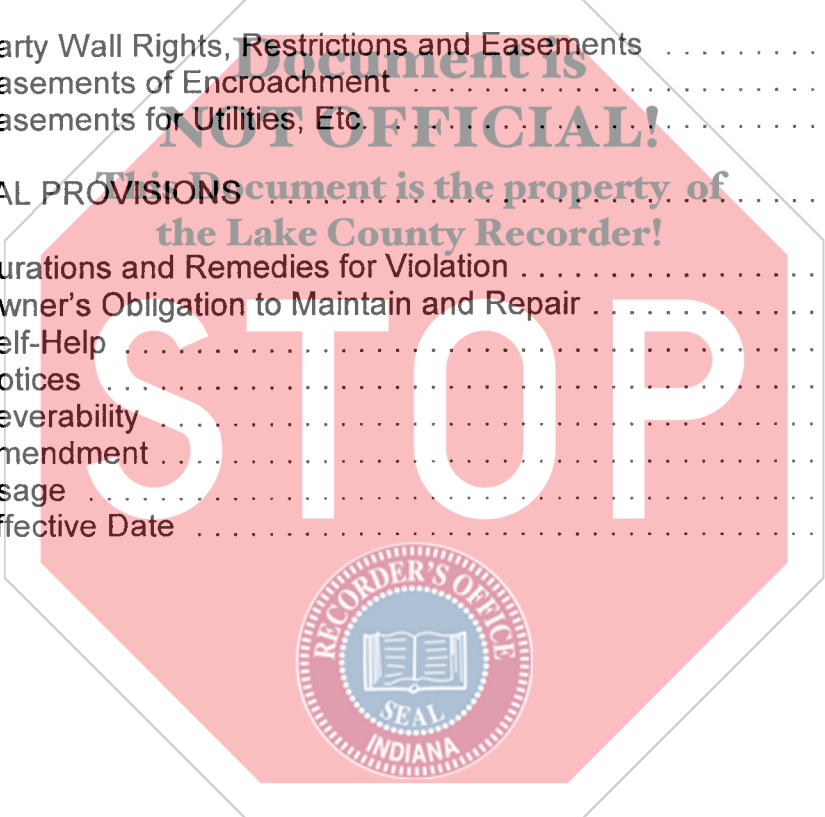
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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

**FOX MOOR, UNIT 1B
a Subdivision to the Town of Merrillville
Lake County, Indiana
Recorded in Plat Book 102, Page 87 in the
Office of the Recorder of Lake County, Indiana**

and

**FOX MOOR, UNIT 1A and UNIT 2A
a Subdivision to the Town of Merrillville
Lake County, Indiana
Recorded in Plat Book 103, Page 20 in the
Office of the Recorder of Lake County, Indiana**

THIS DECLARATION, made this 29th day of August, 2008 by GCC Merrillville Venture, LLC, a limited liability company (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of the real estate legally described herein and known as Fox Moor Subdivision, Unit 1B and Units 1A and 2A, which contain single-family homes and Paired Villas, a Subdivision to the Town of Merrillville, Lake County, Indiana; and

WHEREAS, the Developer desires the single-family homes and Paired Villas in Fox Moor Subdivision, Unit 1B and Units 1A and 2A, a Subdivision to the Town of Merrillville, Lake County, Indiana, to develop as a residential community; and

WHEREAS, the Developer desires to promote the orderly development of the single-family homes and Paired Villas of the Subdivision by subjecting the real estate owned by the Developer to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and real estate comprising the development; and

WHEREAS, the Developer deems it desirable to subject the real estate to the said covenants, restrictions, conditions, reservations, easements, charges and liens for the mutual benefit of the real estate and under a general plan and scheme of development and improvement of the Subdivision.

NOW THEREFORE, the Developer hereby declares that the 70 single-family platted lots known as Lots 1-7, Lots 62-68, Lots 95-123 and Lots 135-161 located within Unit 1A and

Unit 2A of the Subdivision described herein and 39 Paired Villa lots commonly known as Lots 8-10, Lots 27-34, Lots 40-59 located in Units 1A and 2A and Lot 26, Lots 35-39 and Lots 60-61 located in Unit 1B of the Subdivision which have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, restrictions, conditions, reservations, easements, charges and liens, all of which are declared and agreed to be in furtherance of a plan for the improvement of the real estate and sale of the said lots in the residential portion of the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of the said lots situated therein.

ARTICLE I

DEFINITIONS

The following terms or words, when used in this Declaration, shall have the meanings attributed below:

Section 1. "Developer" shall mean GCC Merrillville Venture, LLC, its successors and assigns.

Section 2. "Lot" shall mean and refer to any lot or other tract in the Subdivision, together with any and all improvements thereon, as shown on the plat or plats thereof and designated thereon with a number for identification on which a Paired Villa or single-family home could be constructed, whether or not one has been constructed.

Section 3. "Parcel" shall mean a part of a Lot, fee simple title to which shall be conveyed by deed of the Declarant to each Owner, upon which an attached, single-family unit is located or to be located.

Section 4. "Paired Villa" shall mean one-half (1/2) of a Lot and the attached, single-family unit constructed thereon, which is a part of the Subdivision for independent ownership for use and occupancy as a single-family residence. The boundaries of the Paired Villa shall be the boundary lines of the Parcel conveyed by Developer to the Owners. For the purposes of this Declaration, a Paired Villa shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of the Town of Merrillville, Indiana.

Section 5. "Maintenance" shall mean the exercise of reasonable care, including buildings, roads, easements of ingress and egress, drainage easements, water detention or retention easements, utility easements, parks, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition.

Section 6. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or in the case of Paired Villas, any one-half (1/2) thereof, which is a part of the Subdivision, including the Developer, and including contract sellers, but not including contract purchasers.

Section 7. "Subdivision" shall mean and refer to the property hereinafter described and additions thereto and excepting any retractions therefrom, as are subject to this Declaration and any supplemental Declaration or Declarations, under the provisions of Article II hereof, and shall initially include the real property described in Article II, Section 1.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Lake County, Indiana, and comprises all of the Lots, tracts and easements shown and/or platted within or upon the property legally described as follows:

THREE PARCELS OF LAND IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN MERRILLVILLE, INDIANA, THE FIRST PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 34 IN BROADMOOR, A PLANNED UNIT DEVELOPMENT AS SHOWN IN PLAT BOOK 51, PAGE 39 (SHEET 4) IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THENCE SOUTH 00 DEGREES 30 MINUTES 58 SECONDS EAST (BASIS OF BEARINGS IS ASSUMED), 906.96 FEET ALONG THE WESTERLY LINE OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT; THENCE SOUTH 49 DEGREES 47 MINUTES 02 SECONDS WEST, 298.09 FEET ALONG THE WESTERLY LINE OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT TO THE POINT OF BEGINNING, SAID POINT BEING 478.69 FEET NORTHEASTERLY OF (AS MEASURED ALONG SAID WESTERLY LINE) THE SOUTHWEST CORNER OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT; THENCE CONTINUING SOUTH 49 DEGREES 47 MINUTES 02 SECONDS WEST, 80.00 FEET ALONG SAID WESTERLY LINE; THENCE NORTH 40 DEGREES 12 MINUTES 58 SECONDS WEST, 150.00 FEET; THENCE NORTH 49 DEGREES 47 MINUTES 02 SECONDS EAST, 80.00 TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 40 DEGREES 12 MINUTES 58 SECONDS EAST, 150.00 FEET TO THE POINT OF BEGINNING, SAID FIRST PARCEL CONTAINING 0.28 ACRES MORE OR LESS;

ALSO, THE SECOND PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT SAID POINT "A", THENCE NORTH 49 DEGREES 47 MINUTES 02 SECONDS EAST, 119.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE NORTHEASTERLY 201.92 FEET ALONG SAID CURVE TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 89 DEGREES 29 MINUTES 02 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 30 MINUTES 58 SECONDS WEST, 302.30 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 02 SECONDS WEST, 146.47 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 200.00 FEET, THENCE WESTERLY 3.54 FEET ALONG SAID CURVE; THENCE SOUTH 00 DEGREES 30 MINUTES 58 SECONDS EAST, 289.39 FEET; THENCE SOUTH 38 DEGREES 27 MINUTES 53 SECONDS WEST, 87.52 FEET; THENCE SOUTH 49 DEGREES 47 MINUTES 02 SECONDS WEST, 20.03 FEET; THENCE SOUTH 40 DEGREES 12 MINUTES 58 SECONDS EAST, 150.00 FEET; THENCE NORTH 49 DEGREES 47 MINUTES 02 SECONDS EAST, 82.19 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHERLY 149.24 FEET ALONG SAID CURVE TO THE POINT OF BEGINNING, SAID SECOND PARCEL CONTAINING 1.63 ACRES MORE OR LESS;

ALSO, THE THIRD PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT SAID POINT "B", THENCE NORTH 00 DEGREES 30 MINUTES 58 SECONDS WEST, 503.82 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 02 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 30 MINUTES 58 SECONDS EAST, 141.53 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 02 SECONDS WEST, 98.91 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 58 SECONDS WEST, 132.63 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 13.62 FEET; THENCE NORTH 61 DEGREES 42 MINUTES 55 SECONDS WEST, 38.88 FEET; THENCE NORTH 28 DEGREES 18 MINUTES 41 SECONDS EAST, 149.27 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET, AND A CHORD THAT BEARS SOUTH 28 DEGREES 27 MINUTES 10 SECONDS EAST, 159.29 FEET; THENCE SOUTHEASTERLY 165.78 FEET ALONG SAID CURVE TO THE POINT OF BEGINNING, SAID THIRD PARCEL CONTAINING 0.62 ACRES MORE OR LESS.

Which Parcels have been platted as FoxMoor Unit 1B, a Subdivision to the Town of Merrillville, Indiana recorded in Plat Book 102, page 87 in the Office of the Recorder of Lake County, Indiana.

and

TWO PARCELS OF LAND IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN MERRILLVILLE, LAKE COUNTY INDIANA, THE FIRST PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERNMOST CORNER OF LOT 26 IN FOX MOOR, UNIT 1B, AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA, AS SHOWN IN PLAT BOOK 102, PAGE 87 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID SOUTHERNMOST CORNER BEING ON THE WESTERLY LINE OF BROADMOOR, A PLANNED UNIT DEVELOPMENT AS SHOWN IN PLAT BOOK 51, PAGE 39 IN SAID RECORDER'S OFFICE, THENCE SOUTH 49 DEGREES 47 MINUTES 02 SECONDS WEST (BASIS OF BEARINGS IS ASSUMED), 398.69 FEET ALONG SAID WESTERLY LINE TO THE SOUTHWEST CORNER OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF BROADMOOR MINI-MALL AS SHOWN IN PLAT BOOK 48, PAGE 74 IN SAID RECORDER'S OFFICE, SAID CORNER ALSO BEING THE NORTHEASTERLY CORNER OF MORTON STREET AS SHOWN ON SAID FOX MOOR, UNIT 1B PLAT; THENCE NORTH 77 DEGREES 05 MINUTES 28 SECONDS WEST, 122.45 FEET ALONG THE NORTHERLY LINE OF SAID MORTON STREET; THENCE NORTH 12 DEGREES 54 MINUTES 32 SECONDS EAST, 257.84 FEET ALONG THE EASTERLY LINE OF SAID MORTON STREET TO THE SOUTHERLY LINE OF WRIGHT STREET AS SHOWN ON SAID FOX MOOR, UNIT 1B PLAT; THENCE SOUTH 77 DEGREES 05 MINUTES 28 SECONDS EAST, 13.36 FEET ALONG SAID SOUTHERLY LINE OF WRIGHT STREET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE EASTERLY 213.26 FEET ALONG SAID CURVE BEING THE SOUTHERLY LINE OF SAID WRIGHT STREET; THENCE NORTH 49 DEGREES 47 MINUTES 02 SECONDS EAST, 73.90 FEET ALONG SAID SOUTHERLY LINE OF WRIGHT STREET TO THE NORTHWESTERLY CORNER OF SAID LOT 26; THENCE SOUTH 40 DEGREES 12 MINUTES 58 SECONDS EAST, 150.00 FEET ALONG THE WESTERLY LINE OF SAID LOT 26 TO THE POINT OF BEGINNING, SAID FIRST PARCEL CONTAINING 1.80 ACRES MORE OR LESS;

SAID SECOND PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERNMOST CORNER OF LOT 60 IN SAID FOX MOOR, UNIT 1B, THENCE THE FOLLOWING FOURTEEN COURSES AND DISTANCES ALONG THE WESTERLY LINES OF SAID FOX MOOR, UNIT 1B AND THE APPURTENANT ROAD DEDICATIONS SHOWN THEREON: 1.) SOUTH 28 DEGREES 18 MINUTES 41 SECONDS WEST, 149.27 FEET; 2.) SOUTH 61 DEGREES 42 MINUTES 55 SECONDS EAST, 38.88 FEET; 3.) SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 13.62 FEET; 4.) SOUTH 00

DEGREES 30 MINUTES 58 SECONDS EAST, 192.63 FEET; 5.) SOUTH 89 DEGREES 29 MINUTES 02 SECONDS WEST, 47.56 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTH AND HAVING A RADIUS OF 200.00 FEET; 6.) THENCE WEST 3.54 FEET ALONG SAID CURVE; 7.) SOUTH 00 DEGREES 30 MINUTES 58 SECONDS EAST, 289.39 FEET; 8.) SOUTH 38 DEGREES 27 MINUTES 53 SECONDS WEST, 87.52 FEET; 9.) SOUTH 49 DEGREES 47 MINUTES 02 SECONDS WEST, 20.03 FEET; 10.) SOUTH 40 DEGREES 12 MINUTES 58 SECONDS EAST, 150.00 FEET; 11.) SOUTH 49 DEGREES 47 MINUTES 02 SECONDS WEST, 191.38 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTH AND HAVING A RADIUS OF 170.00 FEET; 12.) THENCE WEST 157.63 FEET ALONG SAID CURVE; 13.) NORTH 77 DEGREES 05 MINUTES 28 SECONDS WEST, 73.36 FEET; 14.) SOUTH 12 DEGREES 54 MINUTES 32 SECONDS WEST, 60.00 FEET; THENCE NORTH 77 DEGREES 05 MINUTES 28 SECONDS WEST, 5.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE NORTHWESTERLY 179.24 FEET ALONG SAID CURVE; THENCE NORTH 32 DEGREES 26 MINUTES 28 SECONDS WEST, 67.06 FEET; THENCE NORTH 87 DEGREES 53 MINUTES 40 SECONDS WEST, 537.81 FEET; THENCE NORTH 75 DEGREES 13 MINUTES 25 SECONDS WEST, 88.38 FEET; THENCE NORTH 86 DEGREES 12 MINUTES 58 SECONDS WEST, 233.76 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 251.44 FEET; THENCE NORTH 51 DEGREES 42 MINUTES 48 SECONDS EAST, 56.49 FEET; THENCE NORTH 63 DEGREES 58 MINUTES 35 SECONDS EAST, 116.28 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 66.99 FEET; THENCE NORTH 13 DEGREES 59 MINUTES 13 SECONDS EAST, 60.63 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 250.82 FEET; THENCE NORTH 04 DEGREES 09 MINUTES 40 SECONDS EAST, 60.07 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 127.94 FEET; THENCE NORTH 75 DEGREES 54 MINUTES 47 SECONDS WEST, 87.16 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 56 SECONDS WEST, 79.06 FEET; THENCE NORTH 87 DEGREES 53 MINUTES 40 SECONDS WEST, 43.03 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 165.55 FEET; THENCE NORTH 31 DEGREES 16 MINUTES 38 SECONDS WEST, 173.42 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING SOUTH 87 DEGREES 53 MINUTES 40 SECONDS EAST, 221.32 FEET FROM THE NORTHWEST CORNER OF SAID SECTION (AS MEASURED ALONG LAST SAID NORTH LINE); THENCE SOUTH 87 DEGREES 53 MINUTES 40 SECONDS EAST, 915.55 FEET MORE OR LESS ALONG LAST SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 43 IN CRESCENT LAKE, UNIT 2 AS SHOWN IN PLAT BOOK 51, PAGE 77 IN SAID RECORDER'S OFFICE; THENCE SOUTH 88 DEGREES 05 MINUTES 00 SECONDS EAST, 524.21

FEET MORE OR LESS ALONG THE SOUTH LINES OF LOTS 39 THROUGH 43 (BOTH INCLUSIVE) IN SAID CRESCENT LAKE UNIT 2 TO THE NORTHWEST CORNER OF LOT 40 IN SAID BROADMOOR, A PLANNED UNIT DEVELOPMENT; THENCE SOUTH 00 DEGREES 22 MINUTES 00 SECONDS WEST, 83.85 FEET ALONG THE WEST LINE OF SAID LOT 40 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 61 DEGREES 42 MINUTES 55 SECONDS EAST, 198.39 FEET ALONG THE SOUTHWESTERLY LINES OF LOTS 39 AND 40 IN SAID BROADMOOR PLANNED UNIT DEVELOPMENT; THENCE SOUTH 28 DEGREES 17 MINUTES 05 SECONDS WEST, 150.00 FEET; THENCE SOUTH 61 DEGREES 42 MINUTES 55 SECONDS EAST, 71.15 FEET TO THE NORTHEASTERLY CORNER OF SAID WRIGHT STREET; THENCE SOUTH 28 DEGREES 17 MINUTES 05 SECONDS WEST, 60.00 FEET TO THE SOUTHERLY LINE OF SAID WRIGHT STREET AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET AND A CHORD THAT BEARS SOUTH 59 DEGREES 03 MINUTES 08 SECONDS EAST, 15.80 FEET; THENCE SOUTHEASTERLY 15.80 FEET ALONG SAID CURVE BEING THE SOUTHERLY LINE OF SAID WRIGHT STREET TO THE POINT OF BEGINNING, SAID SECOND PARCEL CONTAINING 40.62 ACRES MORE OR LESS.

EXCEPT THEREFROM:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN MERRILLVILLE, LAKE COUNTY INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION, THENCE SOUTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 1311.52 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 185.00 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 42.85 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES 58 SECONDS EAST, 389.18 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 25 SECONDS EAST, 68.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS EAST, 150.79 FEET; THENCE NORTH 14 DEGREES 37 MINUTES 10 SECONDS EAST, 158.77 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 40 SECONDS EAST, 32.89 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS EAST, 125.00 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 40 SECONDS EAST, 436.73 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE EASTERLY 77.68 FEET ALONG SAID CURVE; THENCE SOUTH 61 DEGREES 42 MINUTES 55 SECONDS EAST, 151.01 FEET TO THE BEGINNING OF A CURVE

CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY 221.41 FEET ALONG LAST SAID CURVE; THENCE SOUTH 12 DEGREES 54 MINUTES 32 SECONDS WEST, 263.93 FEET; THENCE NORTH 77 DEGREES 05 MINUTES 28 SECONDS WEST, 5.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY 132.48 FEET ALONG LAST SAID CURVE; THENCE NORTH 32 DEGREES 26 MINUTES 28 SECONDS WEST, 25.75 FEET; THENCE NORTH 87 DEGREES 53 MINUTES 40 SECONDS WEST, 610.65 FEET; THENCE NORTH 75 DEGREES 13 MINUTES 25 SECONDS WEST, 19.18 FEET TO THE POINT OF BEGINNING, CONTAINING 7.51 ACRES MORE OR LESS.

Which Parcels include a portion of the real property platted as FoxMoor Unit 1A and 2A, a Subdivision to the Town of Merrillville, Indiana recorded in Plat Book 103, page20 in the Office of the Recorder of Lake County, Indiana.

Section 2. Subdivision Restrictions. Developer shall be entitled at any time and from time to time, to plat, replat or vacate existing plattage of all or any part of the real estate subjected to this Declaration, and to file Subdivision restrictions and/or amendments thereto with respect to any portion, or portions of, or additions to the Subdivision upon which building improvements have not been constructed.

Section 3. Retractable Real Estate. At the sole election of the Developer, all of the real estate specifically described in Section 1 of this Article and subject to this Declaration may be withdrawn from submission hereunder at one time, or portions thereof at different times; provided, however that no real estate may be withdrawn which has been developed. All Owners and mortgagees are hereby deemed to consent to the vacation, and waive all right to remonstrate thereto, of any portion of the plat of the Subdivision not developed in which the Developer has withdrawn from this Declaration.

Section 4. Easements. There are platted on the plat of the Subdivision certain easements which shall be and are hereby reserved for the installation, construction, maintenance, repair or replacement of any and all public utilities and drainage and their poles, ducts, wires, pipelines, lines, conduit, sewers, manholes or other related utility or drainage facility. No permanent structure shall be erected or allowed to be maintained on any easement. No Owner shall grant an easement, license or permit others to use any Lot, or portion thereof, in the Subdivision for access to any property or real estate not located within the Subdivision. Developer also reserves for itself the non-exclusive right and power to grant, modify or expand such specific easements as may be necessary, in Developer's sole discretion, in connection with the orderly development of the Subdivision. The Owner of any property to be burdened by any easement granted pursuant to this Section shall be given written notice in advance of the grant. The location of the easement shall be subject to the

written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

Section 5. Additions to Existing Property. The Developer hereby reserves to itself and its successors and assigns the right to add on or annex to the existing property all or that portion of the following described property:

FIRST PARCEL:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN MERRILLVILLE, LAKE COUNTY INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION, THENCE SOUTH 87 DEGREES 53 MINUTES 40 SECONDS EAST, 221.32 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF FOX MOOR UNIT 1A AND 2A, AN ADDITION TO THE TOWN OF MERRILLVILLE; THENCE THE FOLLOWING THIRTEEN COURSES AND DISTANCES ALONG THE WESTERLY LINES OF SAID FOX MOOR, UNIT 1A AND 2A:

- 1.) SOUTH 31 DEGREES 16 MINUTES 38 SECONDS EAST, 173.42 FEET;
- 2.) SOUTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 165.55 FEET;
- 3.) SOUTH 87 DEGREES 53 MINUTES 40 SECONDS EAST, 43.03 FEET;
- 4.) SOUTH 67 DEGREES 01 MINUTES 56 SECONDS EAST, 79.06 FEET;
- 5.) SOUTH 75 DEGREES 54 MINUTES 47 SECONDS EAST, 87.16 FEET;
- 6.) SOUTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 127.94 FEET;
- 7.) SOUTH 04 DEGREES 09 MINUTES 40 SECONDS WEST, 60.07 FEET;
- 8.) SOUTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 250.82 FEET;
- 9.) SOUTH 13 DEGREES 59 MINUTES 13 SECONDS WEST, 60.63 FEET;
- 10.) SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 66.99 FEET;
- 11.) SOUTH 63 DEGREES 58 MINUTES 35 SECONDS WEST, 116.28 FEET;
- 12.) SOUTH 51 DEGREES 42 MINUTES 48 SECONDS WEST, 56.49 FEET;
- 13.) SOUTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 251.44 FEET;

THENCE NORTH 86 DEGREES 12 MINUTES 58 SECONDS WEST, 155.42 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 42.85 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 185.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 1311.52 FEET ALONG LAST SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 12.04 ACRES MORE OR LESS.

SECOND PARCEL:

ALL OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, LYING

SOUTHWESTERLY, WEST, AND NORTHWESTERLY OF BROADMOOR, A PLANNED UNIT DEVELOPMENT IN THE TOWN OF MERRILLVILLE, INDIANA, AS SHOWN IN PLAT BOOK 51, PAGE 39 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, AND ALSO ALL OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER LYING NORTHWESTERLY OF SAID BROADMOOR, A PLANNED UNIT DEVELOPMENT.

THIRD PARCEL:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN MERRILLVILLE, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 34 IN BROADMOOR, A PLANNED UNIT DEVELOPMENT AS SHOWN IN PLAT BOOK 51, PAGE 39 (SHEET 4) IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THENCE SOUTH 00 DEGREES 30 MINUTES 58 SECONDS EAST (BASIS OF BEARINGS IS ASSUMED), 906.96 FEET ALONG THE WESTERLY LINE OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT; THENCE SOUTH 49 DEGREES 47 MINUTES 02 SECONDS WEST, 776.77 FEET ALONG THE WESTERLY LINE OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT TO THE SOUTHWEST CORNER OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT; THENCE NORTH 77 DEGREES 05 MINUTES 28 SECONDS WEST, 152.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 77 DEGREES 05 MINUTES 28 SECONDS WEST, 1,385.14 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 130.84 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 155.00 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 45.06 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES 58 SECONDS EAST, 419.26 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 25 SECONDS EAST, 88.38 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 40 SECONDS EAST, 574.23 FEET; THENCE SOUTH 32 DEGREES 26 MINUTES 28 SECONDS EAST, 46.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 200.00 FEET; THENCE EAST 160.22 FEET ALONG SAID CURVE; THENCE SOUTH 77 DEGREES 05 MINUTES 28 SECONDS EAST, 30.65 FEET; THENCE SOUTH 12 DEGREES 54 MINUTES 32 SECONDS WEST, 287.89 FEET TO THE POINT OF BEGINNING, CONTAINING 8.94 ACRES MORE OR LESS.

FOURTH PARCEL:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN MERRILLVILLE, LAKE COUNTY INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION, THENCE SOUTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 1311.52 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 185.00 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 42.85 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES 58 SECONDS EAST, 389.18 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 25 SECONDS EAST, 68.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS EAST, 150.79 FEET; THENCE NORTH 14 DEGREES 37 MINUTES 10 SECONDS EAST, 158.77 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 40 SECONDS EAST, 32.89 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS EAST, 125.00 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 40 SECONDS EAST, 436.73 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE EASTERLY 77.68 FEET ALONG SAID CURVE; THENCE SOUTH 61 DEGREES 42 MINUTES 55 SECONDS EAST, 151.01 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY 221.41 FEET ALONG LAST SAID CURVE; THENCE SOUTH 12 DEGREES 54 MINUTES 32 SECONDS WEST, 263.93 FEET; THENCE NORTH 77 DEGREES 05 MINUTES 28 SECONDS WEST, 5.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY 132.48 FEET ALONG LAST SAID CURVE; THENCE NORTH 32 DEGREES 26 MINUTES 28 SECONDS WEST, 25.75 FEET; THENCE NORTH 87 DEGREES 53 MINUTES 40 SECONDS WEST, 610.65 FEET; THENCE NORTH 75 DEGREES 13 MINUTES 25 SECONDS WEST, 19.18 FEET TO THE POINT OF BEGINNING, CONTAINING 7.51 ACRES MORE OR LESS.

The additions authorized under this Section 5 of Article II shall be made by filing for record a Supplemental Declaration of Covenants and Restrictions to the Declaration to such property. Any Supplemental Declaration may contain complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of use of the added property, as are not inconsistent with the scheme of this Declaration. In no event shall any such Supplemental Declaration revoke, modify or add to the Covenants established by this Declaration with respect to the Existing Property in any manner which would substantially alter the scheme of this Declaration. No portion of the area described in this Section 5 shall be subject to any of the provisions of this Declaration unless and until an amended declaration is recorded

annexing such portions to the Existing Property as herein provided. No rights of any character whatsoever of any owner shall attach to any portions of the area described in this Section 5 unless and until an amended declaration is recorded annexing such portions to the Existing Property.

ARTICLE III

PROPERTY RIGHTS AND STORM WATER DRAINAGE

Section 1. Drainage System. The storm water drainage system which is part of the Subdivision of which these covenants are a part which lies outside of the designated public right-of-ways has not been conveyed or accepted by the Town of Merrillville and the Town shall not be obligated to maintain said storm water drainage system until such time as the Town of Merrillville accepts the conveyance of the same. The Declarant shall be responsible for the maintenance of the storm water drainage system until such time as declarant develops the commercial property to the south of Units 1A and 2A at which time the owners of said commercial property shall by covenant be required to maintain the storm water drainage system for the entire Fox Moor Subdivision, to the Town of Merrillville, Lake County, Indiana.

ARTICLE IV
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USE RESTRICTIONS

Section 1. Residential Use. The real estate subject to these covenants may be used for single-family residential homes and Paired Villas as reflected on the plats recorded herewith and for no other purpose. There shall be no more than one (1) principal dwelling either a single-family residence or a Paired Villa on any one (1) Lot. No business or commercial building may be erected on any Lot. Any and all business, trade, or similar activity is prohibited, except that an Owner or occupant residing in a dwelling on a Lot may conduct business activities within the dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (ii) the business activity conforms to all zoning requirements; (iii) the business activity does not involve door-to-door solicitation of residents of the Subdivision; (iv) the business activity does not generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Subdivision which is noticeably greater than that which is typical of dwellings in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration,

regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Section 2. No Temporary Building. No structure of a temporary character, such as a trailer, tent, shack, garage, barn, or other building shall be used in the Subdivision at any time as a residence, either temporarily or permanently.

Section 3. Antennae/Satellite Dish. No exposed radio or television antennae or solar heat panels shall be allowed on any single-family home or Paired Villa on any Lot which is visible from outside such residence. A satellite dish antennae which does not exceed twenty four (24) inches in diameter and is not mounted on the front elevation of a single-family home or Paired Villa shall be permitted.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot for more than forty-eight (48) hours, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view. No disabled vehicles, boats, campers, motor homes or commercial trucks of 3/4 ton or more are allowed to be parked on any lot except in a garage such that the overhead door can be fully closed.

Section 5. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer or The Association.

Section 6. Automobile Storage Areas. All homes and Paired Villas erected upon any Lot shall have a garage attached to and architecturally consistent with the home. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the Developer and all garages shall be at least adequate to house two (2) and not more than three (3) standard size American automobiles. All garages must have doors that are to be maintained in useable condition.

Section 7. Clothes Drying Area. No portion of any Lot 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 Lot.

Section 8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. However, dogs, cats and other common household pets may be kept on Lots so long as they are not kept, bred, or maintained for commercial purposes. No animals shall be allowed to run loose at any time.

Section 9. Rubbish Trash and Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot, except in sanitary containers.

Section 10. Maintenance Free Fences. Chain link fences or fences which require maintenance are prohibited. Fences no greater than forty-eight (48) inches in height may be constructed around the side and rear yards of any Lot (or portion of said Lot in the case of a Paired Villa) in the Subdivision. A greater height may be allowed if the same is required by ordinance or statute around a swimming pool.

Section 11. Nuisances. Nothing shall be done or maintained on any Lot which may be or become a nuisance to the neighborhood .

Section 12. Signs. Except as hereinafter provided for Developer, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any Lot or portion of Lot subject to this Declaration. Political yard signs (not larger than nine square feet in size) may be placed in yards thirty (30) days prior to primary, general or special election but must be removed on the day following said election. An Owner may place one professional sign on any Lot or Lots advertising the Lot or Lots for sale.

Section 13. Building Method. All residential dwellings including but not limited to single-family homes and Paired Villas constructed on Lots in the Subdivision shall be subject to these covenants. No dwelling previously constructed elsewhere shall be moved to a Lot in the residential portion of the Subdivision. Manufactured homes, modular homes, mobile homes, prefabricated homes or other similar building methods are prohibited. For purposes of this paragraph, a "manufactured home" shall mean a structure that (i) is assembled in a factory, (ii) bears a seal certifying that it was built in compliance with the federal manufactured housing construction and safety standards law (42 U.S.C. 5401 *et seq.*); (iii) is designed to be transported from the factory to another site in one (1) or more units; (iv) is suitable for use as a dwelling in any season; and (v) is more than thirty-five (35) feet long. All structures must be of new materials only and must be constructed on site.

Section 14. Residential Setback Requirements. All single-family houses and Paired Villas and above-grade structures designed to be used in connection therewith shall be constructed or placed on Lots in the Subdivision so as to comply with the setback lines as established in the plat or plats of the various portions of the Subdivision and the local zoning codes and ordinances without variance or deviation unless approved by the local Board of Zoning Appeals and the Developer.

Section 15. Accessory Buildings. Accessory buildings not exceeding one hundred twenty (120) square feet in size shall be permitted. All allowable accessory buildings shall meet all setback requirements and must be white or match the color of the principal structure on the Lot. No accessory building shall be erected prior to erection of a principal structure or house.

Section 16. Owner's Obligation to Maintain Single-Family Residence or Paired Villa. Each Owner of a single-family residence or Paired Villa in the Subdivision which is subject to these covenants shall at all times maintain the Lot, real estate and improvements

in such a manner as to prevent the Lot and improvements from becoming unsightly, and specifically such Owner shall (a) mow and otherwise tend to the landscaping on the Lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds five inches (5") or less in height; (b) cut down and remove dead trees; (c) remove all debris and rubbish and prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Lot or Subdivision; and (d) keep the exterior of the improvements in such a state of repair or maintenance as to avoid the improvements from becoming unsightly.

Section 17. Well and Septic Tanks. No water wells shall be drilled on any of the Lots in the Subdivision without the approval of the Developer. No septic tanks shall be installed on any Lot.

Section 18. Destruction of Dwelling. No improvement which has partially or totally been destroyed by fire, windstorm or other casualty shall be allowed to remain in such state for more than three (3) months from time of such destruction or damage.

Section 19. Prohibition of Used Structures. All structures constructed or placed on any Lot in the Subdivision shall be constructed with substantially all new material, and no used structures shall be relocated or placed on any such Lot.

Section 20. Trees.

(a) Within six (6) months from the date of occupancy of any residential unit, Owner of any Lot shall make provision for the planting of at least two (2) trees within the twenty foot (20') strip adjacent to each street curb abutting the Lot. Such trees shall not be less than fifteen feet (15') in height and shall be chosen from the following list of species:

Botanic Names

Acer platanoides
Acer saccharum
Celtis occidentalis
Fraxinus Americana
"Autumn Purple"
Fraxinus pennsylvanica
Lancedata
Ginkgo biloba
Gleditsia triacanthos Thornless
Quercus borealis
Tilia cordata

Common Names

Norway Maple (seedless)
Sugar Maple
Hackberry
Autumn Purple Ash
"Marshall's Seedless Ash"
Ginkgo (male only)
Honeylocust (seedless)
Red Oak
Little Leaf Linden (seedless)



b. If the Owner does not complete the tree planting as required, the Declarant or the Association has the right to complete the required planting and charge the Owner for all costs associated therewith and if not paid by the Owner within thirty (30) days, the Declarant or the Association has the right to place a lien on the Lot 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 Owner, including attorney's fees and court costs.

ARTICLE V

ARCHITECTURAL REVIEW PROCESS

Section 1. Objectives. Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the Existing Property will be of good and attractive design and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2. Architectural Review. To achieve Developer's objectives, the Developer shall have the right of architectural review in its sole discretion. No home or Paired Villa shall be constructed without architectural approval of the developer or a three (3) member Architectural Review Committee with the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the committee. The right to appoint and remove all members of the committee or the alternative right to solely act as the Committee, shall vest solely in the Developer, its successors and assigns, until such time as Developer relinquishes such rights in favor of its designated successor. Matters requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. It is the intention and purpose of these Covenants to ensure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development.

Section 3. Materials to be Submitted. The Developer shall provide each Owner of a Lot within the single-family homes or Paired Villas section of the Subdivision with a development plan of design criteria. No improvements shall be constructed or placed on any Lot in the Subdivision until final plans and specifications showing the site plan and all existing or proposed improvements have been submitted to, and approved in writing by the Developer, as the case may be. An Owner may choose to submit a preliminary concept to the Developer, which concept, if approved, may be incorporated into final plans and specifications. If a preliminary concept is approved by the Developer, a final plan which is substantially similar to the preliminary concept plan shall be approved by the Developer as to those items submitted in the preliminary concept.

The Owner shall request architectural review in writing, and shall furnish sufficient copies of each of the following:

1. The lot site plan showing the location and dimensions of all dwellings and dwelling accessory buildings;
2. The Landscape Plan, prepared by a landscape architect showing (i) size, location, type and species of all ground cover and plantings; (ii) any underground lawn sprinkling system; and (iii) grading and drainage plans;
3. Drawings and specifications of all exterior building surfaces, showing elevations and including the color, quality and type of exterior construction materials;
4. Outdoor lighting plan showing the type, style, size, color and candlepower of all outdoor light fixtures;
5. Any additional information reasonably required for, or requested by the Developer which shall enable the Developer to determine the location, character, design, scale and appearance of the proposed improvements.
6. A statement specifying the builder of the improvements on the Lot.

Changes in approved plans and specifications, or subsequent alterations, additions and changes to any existing improvements that affects dwelling size, placement or external appearance must be similarly submitted to and approved by the Developer. Plans and specifications for the repair or reconstruction of improvements after casualty or condemnation must be similarly submitted to and approved by the Developer.

Section 4. Procedure. The Developer shall disapprove preliminary concepts or plans and specifications submitted to it in the event the same are not in accordance with this Declaration or if the concept or final plans and specifications submitted are incomplete, and shall specify the reason for such disapproval. The Developer shall consider any request which is submitted in accordance with the terms hereof on the basis of its conformity and harmony of external design and location in relation to surrounding structures, relation to topography, grade and finish ground elevation of the Lot being improved to that of neighboring sites, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning and rooftop installations, and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The Developer shall, within thirty (30) days after the submission of such complete plans and specifications approve or disapprove any such request in writing. In the event such plans and specifications are disapproved, the Developer shall specify the reasons therefor. If the Developer fails to so approve or disapprove such request within thirty (30) days after such

plans and specifications are submitted, such request shall be deemed approved. The decision of the Developer shall be final, but the Developer shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. The Developer shall retain one (1) full set of each Owner's final plans for its file. The Developer shall have the rights, in its sole discretion, to approve the builder of the improvements on the Lot.

Section 5. As-Built Drawings. Upon obtaining the final plan approval of the Developer, the Owner shall, as soon as practicable, proceed diligently with the commencement and completion of all approved improvements. Upon completion of the approved improvements, each Owner shall provide the Committee with one (1) full set of "as-built" drawings.

Section 6. Variances. The Developer is hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that said variances shall not materially injure any of the Existing Property or improvements within the Existing Property, and shall otherwise be subject to all applicable laws, ordinances, rules and regulations of any governmental agency or political subdivision having jurisdiction over the Existing Property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person, Owner or Lot.

Section 7. Non-Liability. Neither the Developer, nor any member, employee or agent thereof, shall be liable to any Owner, to anyone submitting plans for approval, or to any other person, by reason of good faith exercise of judgment or mistake or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications or for any other action in connection with its or their duties hereunder.

Section 8. Remedy of Owner. If any Owner or Owners believe that:

- a. the disapproval of any plans and specifications;
- b. the finding of any unfulfilled declaration obligations; or
- c. the finding of a nuisance or violation under this Declaration is arbitrary and capricious, the Owner must, as its sole remedy, submit the matter to final and binding arbitration pursuant to the provisions of the Indiana Uniform Arbitration Act and the rules of the American Arbitration Association not in conflict with said Act. The fees for the arbitrator and a court reporter shall be divided equally between the Owner and the Developer. All other costs shall be borne

by the party incurring the same. The parties to arbitration agree to cooperate in providing the relevant documents, witnesses, employees, agents and contractors requested by the other party. No arbitrator shall vary the form, or change the provisions of this Declaration.

Section 9. Minimum Criterion for Architectural Review. No dwelling shall be permitted to be constructed in the Subdivision, nor shall the Developer be required to approve any construction which shall fail to comply with the following minimum requirements:

- a. The ground floor coverage and/or living area as hereinafter defined of the dwellings, exclusive of attached garages, carports, open terraces, porches, and breezeways, shall be as follows:

One-story dwelling with basement or crawl space – Not less than 1,400 square feet of ground coverage.

Two-story dwelling – Not less than 2,000 square feet of total living area.

Bi-level dwelling – Not less than 1,400 square feet of living area on the upper level.

Tri-level and quad-level dwellings – Not less than 1,400 square feet of living area on the top two levels.

Paired Villa – Not less than 1,200 square feet of total living area per side.

All single-family homes shall be built on a basement or crawl space. All Paired Villas may be built on a slab, crawl space or basement. All structures shall be required to have at least an attached two-car garage, which garage, as indicated above, shall not be included when computing the total square footage required.

For purposes of this Section, the following definitions are applicable:

A one-story dwelling is defined as a dwelling having all living area on one floor. The foundation may be a basement or crawl space. The living area floor level is at or slightly above the exterior grade level.

A two-story dwelling is defined as a dwelling having two floors of living area, both above grade and both approximately the same size.

A bi-level dwelling is defined as a dwelling having the floor entry at or slightly above the exterior grade level. The main living area is up approximately ½ flight of stairs from the entry. The windows of the lower level are of a size

compatible with the upper level windows. The lower level living area shall contain at least 3/4 bath and one other room of finished living area.

Tri-level and quad-level dwellings are defined as dwellings having at least two floors of living area at or above grade. A third floor area can be partially below grade and can be considered living area if the windows are above grade. A quad-level is as defined in this paragraph plus containing a basement level.

Paired Villa is defined as a two-family residential dwelling.

Ground Coverage is defined as the total foundation area supporting all living area.

Living area is defined as living room, bedroom, kitchen, dining room, family room, closets, utility rooms, entry ways and bath usage. To qualify as living area the interior finish must be of a manner and quality of materials in keeping with the other rooms.

b. Home styles shall be compatible with the neighboring structures and the contour of the land.

c. Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed within twelve (12) months from the date that a building permit is issued, except that such period may be extended for a reasonable time by reason of Acts of God, labor disputes or other matters beyond the Owner's control. No structure shall be deemed completed until installation of landscaping.

d. The location and elevation of each structure, including driveways on a lot shall be subject to approval in writing by the Committee, giving consideration to setback lines and easements on the recorded Subdivision, provided that each Owner shall be given reasonable opportunity to recommend the suggested construction site.

e. All lots shall be fully landscaped within one hundred eighty days (180) days of the receipt of the Certificate of Occupancy from the Town of Merrillville.

f. All owners shall provide a five foot (5') wide public walkway of poured concrete along the street frontage. All service walkways shall be at least three feet (3)' wide and made of poured concrete. Asphalt is prohibited. All sidewalks and service walks shall be in compliance with the requirement of the Subdivision Ordinance of the Town of Merrillville.

g. All driveways shall be concrete, asphalt, or paving brick.

h. All plumbing stack roof protrusions shall be located on the rear of any structure roof.

i. Each single-family residence and Paired Villa shall provide at least one (1) gas or electrical ornamental light on a yard post of a type approved by the Developer.

ARTICLE VI

PROPERTY OWNER'S ASSOCIATION

Section 1. There may be created, under the laws of the State of Indiana, a not for profit corporation which is referred to as "The Association". Every owner of a lot or in the case of a Paired Villa, one-half (1/2) of a lot in the development shall be a Class A member of the Association. The initial Board of Directors shall be chosen by the Developer.

Section 2. The general purpose of the association would be to provide a means for the repair, maintenance, replacement of recreational amenities, if any, and common areas. An additional purpose of the association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such parcels and such other recreational facilities within the subdivision as may be conveyed to the Association.

Section 3. The Association shall have all of the powers set forth in its articles of incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots in exchange for the benefits conferred upon the owners of the lots. The Board of Directors of the Association acting in accordance with the by-laws of the Association shall determine after consideration of the financial requirements of the Association the annual charge that will be made. No charge shall ever be levied by the Association against the declarant or any corporation that may be created to acquire title to and operate utilities serving the subdivision.

Any charge levied or assessed against any lot with regard to a single-family residence and any portion of a lot with regard to a Paired Villa, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of 10% per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal

action is instituted, be obligated to pay any expense or costs, including attorney fees, incurred by the association in collecting the same.

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an Officer of the Association that the assessments on a specified lot or in the case of a Paired Villa, a portion of said lot, have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of the certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members of the Association, and, in particular, for the improvement and maintenance of the properties owned or operated by the Association.

Section 5. The Developer shall maintain total control of any Association created until such time as it transfers the control of the Association to the lot owners.

Section 6. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association; (i) for any period during which any of the Association charges owed by the owner remain unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the development, after the existence of the violation shall have been declared by the Board of Directors of the Association; (iii) during the period of any violation of the Articles of Incorporation, By-laws, or regulations of the Association.

ARTICLE VII

RESIDENTIAL UNIT PROPERTY RIGHTS

Section 1. Party Wall rights, Restrictions and Easements. Subject to any other or additional provisions contained in any written agreement between parties affected, each wall which is built as part of the original construction of a Residential Unit and placed on the lot line of a Residential Unit shall constitute a party wall and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liabilities for property damage due to negligence or willful acts or omissions shall apply thereto. In the event and to the extent that the center of any wall between Residential Units shall encroach into or onto the adjacent Residential Unit, the Owner utilizing said party wall shall have a perpetual exclusive easement appurtenant to his Residential Unit on and over such adjoining Residential Unit for the maintenance, repair and restoration of such wall and his Residential Unit to the extent that the same shall occupy such adjoining Residential Unit,

and such wall shall be deemed a party wall for all purposes of this Declaration. The cost of reasonable repairs and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, the Owner who has shared the wall may restore it, and if the other owner thereafter makes use of the wall, they shall contribute equally to the cost of restoration thereof, without prejudice however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. Notwithstanding any other provisions of this Declaration to the contrary, any Owner who by his negligence or willful act, or the negligence or willful act of his occupancy causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other owner under this Declaration shall be appurtenant to the land and shall pass to such Owner's successors in title. Easements are hereby declared and granted to Owners having a party wall to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components through the party walls of two or more Residential Units, whether or not such walls lie in all or in part within the boundaries of a Residential Unit. Every portion of a Residential Unit which contributes to the structural support of another Residential Unit shall be burdened with an easement of structural support for the benefit of the other Residential Units.

Section 2. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each adjacent Residential Unit due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance necessary to encompass any constructed encroachment, either now existing or arising in the future; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to the intentional, willful, or knowing conduct on the part of any Owner or Occupant.

Section 2. Easements for Utilities, Etc. Declarant hereby reserves for itself and its designees (including, without limitation, the Town of Merrillville and any utility) easements upon, across, over and under the Residential Units for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of the Development Area.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on Residential Units, except as may be approved by the Association's Board of Directors or as provided in

the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article VII shall in no way adversely affect any other recorded easement on the Submitted Parcel.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the real estate submitted pursuant to Article II hereof, and shall inure to the benefit of and be enforceable by the Developer or The Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless amended as provided for elsewhere in this Declaration. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer, The Association, or Owner (or any two or more of them in concert or individually) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer or The Association in seeking such enforcement but attorney fees specifically shall not be allowed to an Owner enforcing these restrictions, unless granted by a Court and based upon an independent finding of entitlement to such damages.

Section 2. Owner's Obligation to Maintain and Repair. Each Owner shall, at Owner's sole cost and expense, cut the vegetation on the lot prior to construction of the improvements in accordance with the ordinances of the Town of Merrillville, Indiana and after construction, maintain and repair Owner's single-family residence or Paired Villa, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

Section 3. Self-Help. In addition to any other remedies provided for herein, the Developer or its duly authorized agent shall have the power to take such remedial action, activity or otherwise perform or take such action or obligation of a defaulting Owner to bring a Lot into compliance with this Declaration. The Developer or its duly authorized agent may enter upon a Lot, any portion of a lot or any portion of the Subdivision (including Common Area, if any) to abate or remove, using such force as may be reasonably necessary, any construction, erection, thing or condition which violates this Declaration, the Architectural Guidelines, the rules and regulations, or the use restrictions. Unless an emergency situation

exists, the Developer shall give the violating Owner of a Lot or any portion of a Lot five (5) days' written notice of its intent to exercise remedial activity (self-help). All costs of the Developer remedial activity (self-help), together with interest at the rate of twelve percent (12%) per annum, including attorneys' fees actually incurred shall be assessed against the violating Owner, and shall be collected as provided for herein. No liability shall be assumed or imposed by the Developer's exercise or failure to exercise such remedial activity. Notwithstanding the foregoing, in the event of an emergency or the blockage or material impairment of the easement rights granted hereunder, the Developer may immediately cure the same and be reimbursed by the defaulting Owner upon demand for the reasonable cost thereof together with interest as above described.

A. Lien Rights. All sums assessed against any Lot or any portion of a Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on the Lot or on any portion of a Lot in favor of the Developer or The Association. Such lien shall be recorded by the Developer or The Association with the Lake County Recorder. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (i) liens of ad valorem taxes or (ii) all liens recorded in the Office of the Recorder of Lake County, Indiana is prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien priority described herein, shall be junior and subordinate to the Developer's or The Association's lien.

Upon the timely curing by the defaulting Owner of any default for which a notice of lien priority was recorded, the party recording the same shall record an appropriate release of such lien.

B. Enforcement and Foreclosure of Lien. In the event that the Developer's or The Association's lien and assessment remains unpaid, the Developer or The Association may institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Developer or its agents the right and power to bring all actions against him or her, personally, or all persons or parties in title, jointly and severally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property (e. g. mechanic's and materialmen's liens). The lien provided for in this Article shall be in favor of the Developer or The Association. The Developer or The Association may bid on a Lot or any portion of a Lot at any foreclosure sale or acquire and hold, lease, mortgage, or convey the Lot or in the case of a Paired Villa, any portion of the Lot. No Owner may waive, purge himself, or otherwise except liability from the obligations of this Declaration provided for herein, including, by way of

illustration, but not limitation, abandonment of the Lot or in the case of a Paired Villa, any portion of the Lot.

C. Priority of Application of Payment. All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest, then to delinquent charges or assessments which are the subject matter of suit.

D. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

Section 4. Notices. Any notices required to be sent to any Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as owner on the records of the Lake County Auditor's official property tax records at the time of such mailing.

Section 5. Severability. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Amendment. This Declaration may be amended, modified or terminated at any time and from time to time upon the execution and recordation of an instrument executed by not less than two-thirds (2/3) of the Owners of the single-family Lots and two-thirds (2/3) of the Owners of the Paired Villa Lots covered by these Declarations, provided that so long as Developer is the Owner of any Lot or any property affected by this Declaration, said amendment shall not be effective without Developer's express written joinder and consent. The Developer may unilaterally amend or modify this Declaration or the Architectural Guidelines at any time so long as Developer is the Owner of any Lot or in the case of a Paired Villa, any portion of a Lot or any property affected by this Declaration and all Owners, mortgagees and others having a property interest in any Lot or any portion of a Lot are hereby deemed to consent to the Developer's amendment or modification that shall be made in writing and recorded in the Office of the Recorder of Lake County, Indiana.

Section 7. Usage. Whenever used the singular shall include the plural and singular, and the use of any gender shall include all genders.

Section 8. Effective Date. This Declaration or any amendment hereto shall become effective upon its recordation in the Office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants and Restrictions to be executed on the date first written above.

GCC MERRILLVILLE VENTURE, LLC

By: _____

JOE GUPTA, Manager

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOE GUPTA, Manager of GCC Merrillville Venture, LLC and acknowledged the execution of the foregoing instrument to be his free and voluntary act.

Signed and sealed this 29th day of August, 2008.

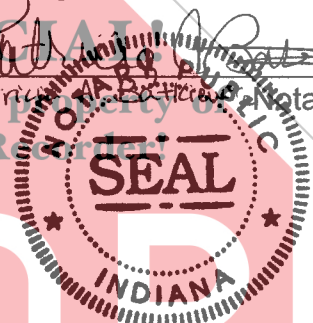
NOT OFFICIAL!
This Document is the property of the Lake County Recorder's Office

My Commission Expires:

5-3-15

County of Residence:

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.

Printed Name: Richard E. Anderson

This instrument prepared by:

Richard E. Anderson, #2408-45
Anderson & Ward, P.C.
Barrister Court
9211 Broadway
Merrillville, IN 46410
(219) 769-1892

