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Hawthorne Ridge Development, LLC.
8625 Stonegate Court
St. John, Indiana 46373

RECORDER

DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO LOTS IN WHISPERING RIDGE, UNIT 2, AN ADDITION TO THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

This Declaration made this 20 day of APRIL, 2009, by Hawthorne Ridge Development, LLC, a limited liability company organized under the laws of the State of Indiana, by its members, hereinafter referred to as "Owner" or "Developer".

RECITALS, INTENT AND PURPOSES

WHEREAS, the Owner holds title to certain Real Estate, in the Town of Schererville, Lake County, Indiana, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference: and

WHEREAS, the Owner as Developer has caused a Plat of Subdivision to be approved by the Town of Schererville and the same has been recorded in the Office of the Recorder on the 20 day of APRIL, 2009, as Document No. 2009-024991.

NOW, THEREFORE, the Owner and Developer hereby declare that all of the Property described on Exhibit "A", except Lot 1 and Outlots A & B, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, restrictions, covenants and conditions shall run with the Real Estate described in Exhibit "A" as part of a general plan of development and shall be binding on all parties having or acquired any right, title or interest in the Property or any part thereof, and shall insure to the benefit of each Owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

No building, improvement, or other structure shall be commenced, erected or maintained on the property and no exterior addition, change or alteration shall be made until 2 plans, (whereas 1 shall be stamped and returned) specifications, plot plan showing grading and drainage, and exterior elevations have been submitted to and approved in writing by the Developer, or its duly authorized agents or assigns as to quality of structure and materials, and harmony of external design with existing structures. The submission so made shall also include the square footage of the proposed improvement. The Architectural Review Committee reserves the right to allow exceptions to or revisions of the covenants and restrictions at its discretion.

The Owner and Developer, his Employees, Agents and Representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner or Contractor who submits such

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**PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR**

plans 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, drawings, and specifications, and; (e) the development of any property within Whispering Ridge additions to the Town of Schererville, Lake County, Indiana. Any person submitting plans to the Owner and Developer shall hold the Owner and Developer harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorney fees incurred.

ARTICLE II

USE RESTRICTIONS

- A. **CONVEYANCE.** Each Lot shall be conveyed as a separately designated and legally described freehold interest subject to the terms, conditions and provisions hereof.
- B. **USE.** All Lots in this Subdivision shall be used for one family residential purposes only.
- C. **MINIMUM FLOOR AREA.** The computation of square footage shall exclude Porches, Breezeways, Garages and Basements. All Garages shall be attached to the principal residential structure and shall be sized for a minimum of two cars. All construction shall be in accordance with R-1 zoning requirements effective in the Town of Schererville

The following minimum requirements apply to all Lots in Unit #2 (except Lot 1)

1. All one story residential structures shall have a minimum finished floor area of 2,000 square feet with an attached garage sized for a minimum of 2 cars.
2. All 1-1/2 story residential structures shall have a minimum finished floor area of 2,200 square feet with an attached garage sized for a minimum of 2 cars.
3. All two story residential structures shall have a minimum finished floor area of 2,400 square feet with an attached garage sized for a minimum of 2 cars.
4. The following types of structures will not be permitted: Bi-Levels, Tri-levels, Quad-levels or any type of home constructed on a Slab.

- D. **TEMPORARY STRUCTURES.** No structure of a temporary character, such as a Trailer, Basement, Tent, Shack, Garage, Barn or other Building shall be used on the Property at any time as a residence, either temporarily or permanently.
- E. **TYPE OF CONSTRUCTION.** No building previously constructed elsewhere shall be moved upon any lot within this subdivision.

F. APPEARANCE.

- 1.) All Plumbing Stacks and Roof Vents or Ventilators shall be located in the rear of the House Roof.
- 2.) Roof pitches are to be a minimum of 6/12 pitch unless architecturally unable.
- 3.) At least 50% of the Front Exterior of the House shall be Masonry, Brick, or Stone, unless otherwise approved by the Architectural review Committee.
- 4.) No Panel Sidings, such as Plywood or Masonite may be used unless specifically approved in writing by the Architectural Review Committee.
- 5.) All Driveways and Service walks shall be of Concrete or Brick Pavers.

G. GRADING & EXCESS MATERIAL.

- 1.) Grading of Lots shall be in compliance with the Town of Schererville requirements and the master grading plan prepared for this development plus grading shall be performed so as not to damage the adjacent Lot or Lots.
- 2.) No Building Debris or Concrete (including wash outs) is to be placed on any Lot other than the Lot being worked on at the time. All infrastructure are the responsibility of the Builder and (or) Lot Owner, until the Town of Schererville accepts the Subdivision. Owners, whether legal or reserve, are to maintain their Lot(s) from debris, mowing and erosion.

H. SIDEWALKS. Any Residence or Dwelling House erected on any Lot shall provide a five (5') foot public Sidewalk of poured Concrete along all street frontage and within the public right-of-way as shown on the engineering plans.

I. LANDSCAPING. All Landscaping must be completed no later than nine (9) months from issuance date of occupancy permit by the Town of Schererville.

J. TREES. Homeowners shall be required to plant two (2) trees at least thirty (30) feet apart within ninety (90) days of occupancy in the parkway between the curb and sidewalk. On corner lots, four (4) trees must be planted, two (2) on each frontage. Trees must be at least 1 ½" caliper and a species not prohibited by the Town of Schererville. Developer shall have the right to plant and charge homeowners for tree cost and installation labor for non-compliance with lien rights for non-payment within thirty (30) days.

K. COMPLIANCE WITH EROSION CONTROL.

- 1.) The front, side and rear yards of each lot shall be seeded or sodded in grass within nine (9) months after the Certificate of Occupancy is issued, furthermore all

Owners of record shall be responsible for erosion control maintenance of their lot from date of contract sale.

2.) The Developer has established and implemented an erosion control plan pursuant to the requirements of rule 5 of 327 IAC 15, Storm Water Runoff associated with construction activity. Builder agrees to comply with the terms of the developer's general permit under rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

3.) The Builder shall indemnify and hold Developer 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 Builder, Builder's employees, Agents, or done by Builder, Builder's Employees, Agents or Subcontractors which is not in compliance with standard erosion control measures.

L. ACCESSORY BUILDINGS. These buildings may be erected on any lot but in rear yard only. They are not to exceed a 12'x14' floor dimension. The maximum wall height shall be 8' with a maximum roof height of 12'. Any accessory building shall have exterior finishes that match the residential structure constructed on said lot. No metal, fiberglass or "one-piece" vinyl accessory buildings are allowed.

M. STORAGE. No recreational vehicle (motor home, trailer, boat, camper, any commercial vehicle over ½ ton, etc.) shall be permitted to park on any lot or anywhere in the subdivision for more than 48 hours unless in a garage.

N. FENCES. Fences no greater than six feet (6') in height may be constructed on lots in this subdivision. A greater height may be allowed if the same is required by ordinance or statutes around a swimming pool. In any and all occasions chain link fences are prohibited from use anywhere in the subdivision. All fences must be approved and permitted by the Town of Schererville.

O. No Animals, Livestock or Poultry of any kind shall be raised, bred or kept on any lot, except that Dogs, Cats or other household pets may be kept on any Lot provided that they are not kept, bred or maintained for any commercial or hobby purposes, and they do not create a nuisance. Pets are not permitted to roam elsewhere in the Subdivision except on a leash. It is further expressed that any Pet Owner shall not leave their Pet leashed and unattended outdoors for lengthy periods of time.

- P. No Television, Radio antenna or miniature Satellite dishes shall be erected or used unless installed on the rear portion of the Roof or rear yard. Standard Satellite Dishes (over 2' in diameter) or Radio Towers are not permitted.

ARTICLE III

A. **OUTLOT OWNERS ASSOCIATION.** A not for profit Corporation shall be created and incorporated for the express purpose of ownership of the Outlots to ensure the high standards of maintenance and operation of the property in the subdivision set aside for nature preservation and storm water management and control. Every record owner of a fee simple interest in the lots throughout the subdivision shall become and be a member and such member shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of members, provided, that where title to a lot is in more than one (1) name, such Co-owners acting jointly shall be entitled to but one (1) vote. Each full lot on the Plat shall be deemed to be a separate lot entitling the owner thereof to one (1) vote for each such lot owned.

B. **USE OF OUTLOT.** The owners of all lots shall be permitted to use the area of the outlots delineated on the plat for any use not inconsistent with the drainage and retention designed for the subdivision. No structure of any type may be erected, placed or altered nor shall any of the natural areas be changed or disturbed on the outlots in any manner by any party or lot owner.

Document is
NOT OFFICIAL!

ARTICLE IV
AMENDMENTS OR CHANGES
This Document is the property of
the Lake County Recorder!

Amendments or changes in the restrictions and declarations set forth herein shall be proposed and adopted as follows:

- A. **NOTICE.** Notice of the subject matter of the proposed amendment in reasonable detailed form shall be included in a notice of a meeting to be held and shall be given to all Owners of Lots within the Subdivision.
- B. **RESOLUTION.** A resolution adopting a proposed amendment following such meeting must be adopted by not less than seventy five (75%) percent of the total number of Lot Owners within the Subdivision. Lot Owners not present at a meeting considering such amendment may vote by proxy.
- C. **RECORDING.** Owners may execute a power of attorney-in-fact to execute documents indicating the adoptions of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorney-in-fact or by the respective lot owners in such form as to be recordable in the Office of the Recorder of Lake County, Indiana.

ARTICLE V

EXISTANCE AND TERMINATION

The covenants and restrictions herein set forth shall continue in perpetuity and shall be terminated, only if at all, by the agreement of 100% of the Lot Owners and their respective mortgages, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the recording of instruments. The terminations shall become effective when such agreements have been recorded in the Office of the Recorder of Lake County, Indiana

ARTICLE VI

GENERAL PROVISIONS

- A. SEVERABILITY.** Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.
- B. ENFORCEMENT.** The Developer, his Heirs, Successors, and Assigns, or any Owner of a Lot or any Mortgagee of Property within the Subdivision shall have the right to enforce any provision of the Declaration by any proceeding of law or equity. Any Owner found to be in violation by a Court of Competent Jurisdiction of any provisions of this Declaration shall also be liable for reasonable Attorney fees incurred in prosecuting such action and in enforcing the terms and conditions hereof. The failure to enforce any provisions of these Declarations shall in no event be deemed a waiver of the right to do so thereafter. The Developer has no personal liability, obligation or responsibility to enforce the Declaration of Restrictive Covenants, or any part thereof, detailed herein.

In witness whereof, Hawthorne Ridge Development, LLC., has caused this instrument to be signed this 20th day of April 2009.



Jack A. Slager, Managing Member

