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# DECLARATION OF COVENANTS AND RESTRICTIONS FOR MILLENNIUM MANOR SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MILLENNIUM MANOR SUBDIVISION ("Declaration") made this 23<sup>rd</sup> day of May, 2011 by The Millennium Project, Inc. ("Developer"), an Indiana Not for Profit Corporation.

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## WITNESSETH

Whereas, the Developer is the owner of the real estate legally described herein and commonly known as Millennium Manor Subdivision ("Subdivision"); and

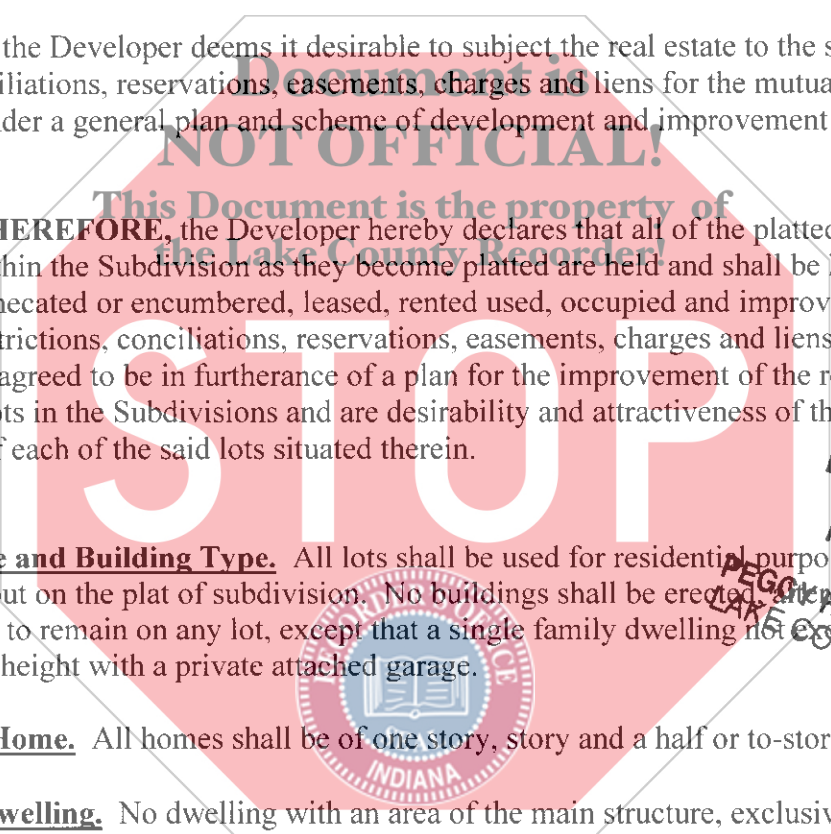
Whereas, the Developer desires the Subdivision to develop as an owner occupied residential community; and

Whereas, the Developer desires to promote the orderly development of the seditions and to provide for the maintenance of common area by subjecting the real estate owned by the Developer to the covenants, restrictions, conciliations, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the subdivision and the real estate comprising the development; and

Whereas, the Developer deems it desirable to subject the real estate to the said covenants, restrictions, conciliations, 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 all of the platted lots and real estate located within the Subdivision as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented used, occupied and improved, subject to the following restrictions, conciliations, 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 Subdivisions and are desirability and attractiveness of the Subdivision as a whole and of each of the said lots situated therein.

- 1. Land Use and Building Type.** All lots shall be used for residential purposes, as marked and laid out on the plat of subdivision. No buildings shall be erected, and no placed permitted to remain on any lot, except that a single family dwelling not exceed two stories in height with a private attached garage.
- 2. Style of Home.** All homes shall be of one story, story and a half or to-story by design.
- 3. Size of Dwelling.** No dwelling with an area of the main structure, exclusive of open porches, garages, basements and attics, of less than 1364 sq are feet for design (a), 1394 square feet for design (b), 1613 square feet for design (c), and 2010 square feet for design (d). Dwelling may exceed the design dimensions with the approval of the Group (hereinafter defined.)



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4. **Material Construction.** Exterior of dwelling, excluding fascia and overhang, shall show brick, stone, redwood, cedar or vinyl or any combination thereof. **However, each building shall have the front façade of the first floor level be constructed of brick.**
5. **Building Contractor.** Homeowner agrees to use a residential contractor, registered and licensed by the City of Hammond, Indiana, as the contractor of the dwelling (the "General Contractor) and that Homeowner agree that said contractor shall have the exclusive powers to select subcontractors on their dwelling.
6. **Building Location.** Building location based upon lot will be in accordance with the approved plot that has been approved by the City of Hammond Planning & Development Department. All minimum setbacks and side yards will be in accordance with the zoning requirements of the City of Hammond.
7. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Homeowners of lots shall take their titles subject to such easement, and such easements are for the benefit of all lot owners in said subdivision. No permanent buildings shall be placed on said easement, but same may be used for garden, shrubs, and landscaping that does not interfere with the use of said easements for their stated purposes.
8. **City Codes, Rules and Regulations.** All home construction shall meet the requirements of the various building codes of the City of Hammond. The General Contractor and all of the subcontractors and homeowners shall conform to the rules and regulations of the City of Hammond, especially as pertaining to home construction and utility usage.
9. **Architectural Control.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Group (hereinafter defined) as to size, style, materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
10. **Architect Control Group.** The Architectural Group (the "Group") is composed of the following members: Art Mullholland and Vic DeMeyer. The Group may designate a representative to act for it. In the event of death or resignation of a member of the committee, the members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant. The Group shall remain in force until the last building lot is completed with a home dwelling. Upon that conclusion, the Architectural Control Group shall be disbanded and any and all remaining responsibilities shall be transferred to the Millennium Manor Homeowners Association.
11. **Liability Disclaimer.** The Developer, the Group its members, and their employees, agents and representatives, shall not be liable for any damages, loss or prejudice suffered or claimed by all owners or contractors who submitted, revised or approved ii) in accordance with the foregoing provisions of these Restrictions; (a) any structural or other defect in any work done according to such plans, drawings and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not

defective; and (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications. Any person, his personal representatives, heirs, successors and assigns, submitting plans to the Building Committee, whether doing so in person or by his agent or representatives, shall indemnify and hold harmless the Developer and the Group, its members, and their employees, agents and representatives from all damage, loss or prejudice suffered or claimed by said submitting party, or any other party, from any loss, cost, damage or expense. In the event any action or proceeding shall be commenced against the Developer, the Group, its members, or their employees, agents and representatives, growing out of any matter set forth in this paragraph 11, the person submitting the plans to the Building Committee its personal representatives, heirs, successors and assigns, shall keep the said Developer, Group, its members, and their employees, agents and representatives, and each of them, harmless from all expenses, counsel fees, costs, liabilities, judgment, and executions in any manner growing out of, THE HOMEOWNER UNDERSTANDS THAT THE PROPERTY HAS BEEN DEEDED TO THE MILLENNIUM PROJECT, INC., AN INDIANA NOT-FOR-PROFIT COMPANY; HOMEOWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE MILLENNIUM PROJECT, INC., ITS OFFICERS, DIRECTORS OR AGENTS FROM ANY LIABILITY CLAIMS DUE TO PROPERTY OR SOIL CONDITIONS.

12. **Water Drainage.** No owner or resident of any lot shall block or hinder any surface or runoff, nor do anything to disrupt, obstruct or retard the natural flow of any surface or subsurface water without the prior written consent of the Group. All drainage shall be in accordance with the City of Hammond.
13. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
15. **Large Vehicle Parking.** No tractor, trailer, motor home, boat, utility vehicle, camper, etc. shall be permitted to be parked on any lot for more than 48 hours unless in a garage or granted approval in writing by the Group.
16. **Livestock and Poultry.** 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, bred or maintained for any commercial purpose.
17. **Forbidden Items.** No above-ground swimming pools, trap lines or clotheslines, housetop solar energy collectors, or satellite dishes over 18 inches in diameter shall be permitted on any lot.

18. **Coach Lights.** Every residential unit must have at least one (1) coach light prominently display in the area normally designates as the front yard of the lot. Such coach light shall be operational from dusk to dawn. Each coach light shall be the same, the type to be designated by the Developer. The location shall be identified on the plans and specifications submitted for the approval of the Group.
19. **Fences.** All fences shall be approved in writing by the Group. They shall be least one-third (1/3) open, no greater than six feet (6") in height and placed no further forward than the building setback line. \*In any and all events, chain link fences are prohibited anywhere in the subdivision. This covenant shall not be constructed to be in conflict with any City or Legal requirements.
20. **Mailboxes.** Every residential unit shall have the same mailbox stand, the type to be designated by the Developer. It shall be purchases and installed by the owner.
21. **Millennium Manor Homeowner Association.** Each owner of a dwelling in Millennium Manor agrees to join, and contribute \$ \_\_\_\_\_ due to the Millennium Manor Homeowners Association for the upkeep of all general and common areas of the subdivision.
22. **Ownership.** Those parties who are building homes in Millennium Manor agree and stipulate that they shall be residents of Millennium Manor, and shall not sublet, rent, or lease the dwelling in Millennium Manor.
23. **Lot Purchase Price.** OWNER UNDERSTANDS THAT THE MILLENNIUM PROJECT, INC. IS AN INDIANA NOT-FOR-PROFIT CORPORATION, AND THAT THE MILLENNIUM PROJECT, INC. HAS BEEN DEEDED PROPERTY FROM THE HAMMOND REDEVELOPMENT COMMISSION AND SHALL SELL LOTS TO INTERESTED PARTIES. UPON THE ACCEPTANCE AND AGREEMENT OF THE TERMS OF THESE RESTRICTIONS AND COVENANTS. NO LOT SHALL BE ALLOWED TO BE "LAND BANKED" FOR LONGER THAN ONE (1) YEAR, AS SUCH, CONSTRUCTION PURSUANT TO A VALID BUILDING PERMIT MUST COMMENCE NOT LATER THAN ONE (1) YEAR AFTER DATE OF TRANSFER.
24. **Landscaping.** Owner shall be required to meet or exceed the City of Hammond landscaping requirements.
25. **Terms.** These covenants, restrictions, and conditions shall run with the land and shall be binding on all parties and all persons claiming under then for a period of ten years from the date these covenants, restrictions, and conditions are recorded, after which time they shall be automatically extended for successive periods of ten years, unless at the conclusion of the development an instrument signed by the owners of a majority of the lots has been recorded, agreeing to charge said covenants, restrictions, and conditions in whole or in part.
26. **Enforcement.** If any owner or person in possession shall violate or attempt to violate any of these covenants, restrictions, conditions it shall be lawful for the Developer,

Building committee, or any person or persons owning any lot in said subdivision to file and prosecute any proceedings at law or in equity against the person or persons violating or attempting to violating any of these covenants, restrictions, and conditions, or to recover damages caused by such violations. The owner or owners found in violation shall pay court costs and reasonable attorney fees.

27. **Failure to Compel Compliance.** The failure for any period of time to compel compliance with any restrictions, conditions or covenants shall in no events be deemed as a waiver of the right to do so thereafter, and shall in no way be construed as a permission to deviate from said restrictions, conditions and covenants.
28. **Severability.** Invalidation of any one of these covenants, restrictions, or conditions by court order shall in no way affect any of the other provisions which shall remain in full force and effect.
29. **Fencing.** The Developer acknowledges that it will be required to install a fence along the eastern property line which must be durable and permanent in nature, and that the Hammond Redevelopment Commission will have to approve the materials of said fence as part of the development agreement and covenants of the development.
30. **Driveways and Parking.** Each driveway shall be of concrete material and shall not exceed in width the side boundaries of the garage. No additional parking shall be permitted on a lot other than on the existing driveway.

**NOT OFFICIAL!**

**ENFORCEMENT**  
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The covenants and restrictions of the Declaration shall run with and bind the real estate submitted and shall inure to the benefit of and be enforceable by the Developer, 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 the declaration. Violation or breach of any condition, covenant or restriction herein contained shall give Developer, Association, or Owner (pr 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 or litigation shall include reasonable attorney's fees incurred by Developer and or the Association in seeking such enforcement but attorney fees specifically shall not be to an Owner enforcing these restrictions, unless granting by a Court and based upon an independent finding of entitlement to such damages.

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 Owners holding not less than two-thirds (2/3) of the voting interest of the membership, 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.

