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DECLARATION OF COVENANTS AND RESTRICTIONS  
APPLICABLE TO LOTS IN THE ENCLAVE, UNIT 4, PHASE III  
ADDITION TO LAKE COUNTY, INDIANA

This Declaration made this 24 day of August, 2012 by Robbins Run Properties, LLC hereafter referred to as "Owner" or "Developer".

RECITALS, INTENT AND PURPOSES

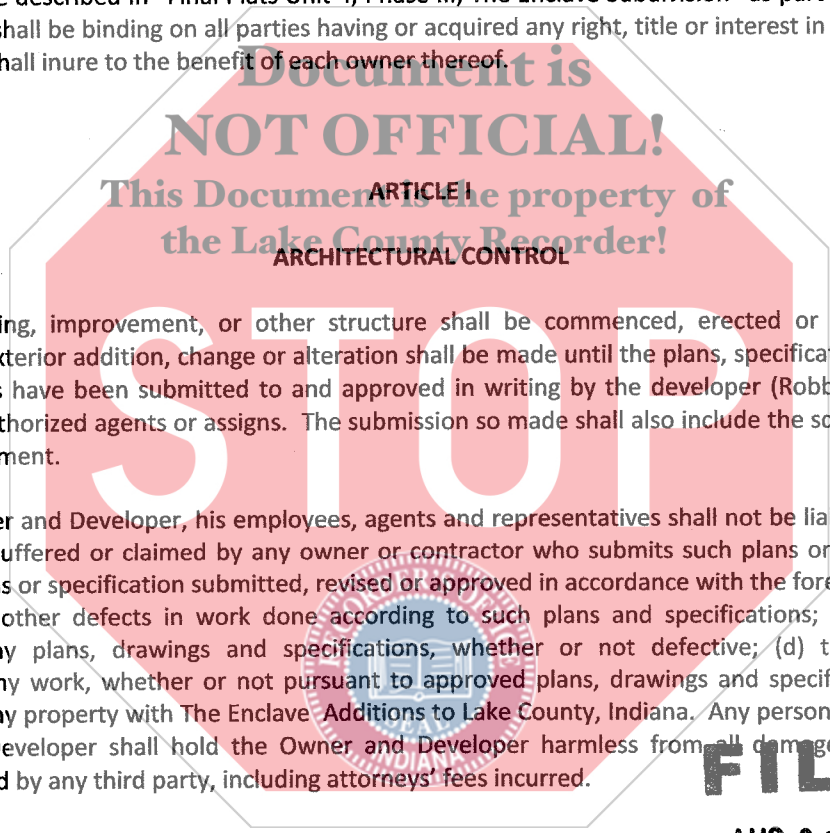
WHEREAS, the Owner holds title to certain real estate in Lake County, Indiana, which is more particularly described as "Final Plats Unit 4, Phase III, The Enclave Subdivision" attached hereto and incorporated herein by reference; and

WHEREAS, the Owner and Developer has caused a plat of subdivision to be approved by Lake County, Indiana and the same has been recorded in the Office of the Recorder on the 31<sup>st</sup> day of July 2012 as Document No. 2012 05 1113 Book 105 Page 78.

NOW, THEREFORE, the Owner and Developer hereby declare that all of the property described on "Final Plats Unit 4, Phase III, and The Enclave Subdivision", 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 "Final Plats Unit 4, Phase III, The Enclave Subdivision" 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 inure to the benefit of each owner thereof.

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STATE OF INDIANA  
LAKE COUNTY  
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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 the plans, specifications, plot plan, and exterior elevations have been submitted to and approved in writing by the developer (Robbins Run Properties, LLC), or its duly authorized agents or assigns. The submission so made shall also include the square footage of the proposed improvement.

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 plans on account of (a) any defects in any plans or specification submitted, revised or approved in accordance with the foregoing provision; (b) any structural or other defects in 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 specification, and (e) the development of any property with The Enclave Additions to 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 attorneys' 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.

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PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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- B. USE.** All lots in this subdivision shall be used for single 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 residence structure and shall be sized for a minimum of two cars.
- 1.) All one-story residential structures shall have a full basement or crawl space with cement floor and a minimum first floor area of 1,500 square feet. No slabs allowed without waiver from architectural approval committee.
  - 2.) All bi-level residential structures shall have a minimum upper level floor area of 1,300 square feet and a finish able lower level of 800 square feet for a minimum total of 2,100 square feet.
  - 3.) All tri-level and quad-level residential structures shall have a minimum upper level and main floor square footage area of 1,350 square feet, and a finish able lower level of 650 square feet for a minimum total of 2,000 square feet.
  - 4.) All two-story residential structures shall have a minimum total floor area of 1,900 square feet.
- D. ROOF PITCHES.** Roof pitches are to be a minimum of 5/12.
- E. EXTERIOR.** No residential dwelling shall have less than forty (40) percent of stone or face brick on the front exterior thereof. Architectural committee shall have authority to require additional brick on front of bi-level, tri-level and quad-level homes. In cases where architecture would be impaired, the architectural control committee may grant an approval of the plan and a variance to this restriction.
- F. 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.
- G. STORAGE SHEDS.** No accessory storage shed, fence or other additional structure shall be placed, erected or altered on any lot until the complete construction plans, site plan and specifications are approved pursuant to the section entitled, "ARCHITECTURAL CONTROL". Notwithstanding anything contained herein to the contrary, no more than one (1) additional structure shall be permitted on each lot. The total square footage of said additional structure shall not exceed one hundred twenty (120) square feet and the material and color used on the exterior of said structure shall be the same as the materials and color used on the exterior of the residence located on said lot.
- H. TYPE OF CONSTRUCTION.** No building previously constructed elsewhere shall be moved upon any lot within this subdivision.
- I. APPEARANCE.** All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.
- J. STORAGE.** No recreational vehicle (motor home, trailer, boat, camper, etc.) shall be permitted to be parked on any lot or anywhere in the subdivision for more than 48 hours unless in a garage.
- K. MAILBOXES & FENCES.** A gray Rubbermaid Stepmaster mailbox including a newspaper slot shall be installed at the lot purchaser or homeowner's expense. Fences no greater than (6') six feet in height may be constructed around side and rear yards of any lot in the subdivision. A greater height may be allowed if the same is required by ordinance or statute around a swimming pool after the pool has been installed. In any and all events, chain link fences are prohibited from use anywhere in the subdivision. All fences shall be of PVC material

and of a consistent design by the developer. Architectural approval is required on a site plan with specification prior to the installation of the fence.

**L. SIDEWALKS AND DRIVEWAYS.** Any residence or dwelling house erected on any lot shall provide a five (5') foot public sidewalk of poured concrete along all street frontages and within the public right-of-way. A driveway must be installed prior to occupancy and shall be of concrete or paver brick. Blacktop may only be used if curbs are installed along all perimeters of the driveway.

**M. EXCAVATION.** All foundation excavation shall be performed by an excavating contractor approved by the developer, provided however, that backfilling, rough or finish grading, cutting of driveways or sidewalks, or similar work may be performed by any contractor of the owners choosing.

**N. GRADING & EXCESS MATERIAL.**

- 1.) Grading lots shall be in compliance with the Lake County requirements and the master-damage the adjacent lot or lots. Any variations from the grading plan may result in legal action from the Lake County Surveyors Office or the developer and must be strictly adhered to under all circumstances. Purchaser shall hold developer harmless for damages resulting from any unapproved variations.
- 2.) All excess material that is to be removed from any lot by reason of construction purposes shall not be removed from this subdivision. All such materials shall be used for fill purposes on any lot or lots within Enclave whose existing grades are lower than the adjacent top of street curb as determined by declarant. At the prior written direction of the architectural review committee, said surplus material shall be removed and so deposited at the expense of the party charged with removing said material. Lot owners who are depositing excess material are responsible to level out material.
- 3.) No building debris or concrete (including washouts) is to be placed on any lot other than the lot they are working on at the present time. All infrastructures are the responsibility of the builder/lot owner until Lake County accepted the subdivision. Owners, whether legal or reserve, are to maintain their lot(s) from debris, mowing and erosion.

**O. EROSION CONTROL.** 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. All owners are to comply with State and Federal Erosion Control Laws in effect at the time of construction.

**P. TREES.** Homeowners shall be required to plant two (2) trees at least thirty (30) feet apart within ninety (90) days of occupancy in 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 on the "List of Prohibited Trees for Street Planting" Appendix G Lake County Subdivision Ordinance. Developer shall have the right to plant and charge homeowner tree cost and labor for non-compliance with lien rights for non-payment within thirty (30) days.

**Q. SOILS.** All soils are guaranteed suitable for normal building loads to a depth for a full eight (8) foot basement under the main structure and to the normal depth for garage footings. In the event unsuitable soil is found, it shall be the Owners option to refund all earnest money or repair soils to be suitable for building. In any event, all building is to cease until a mutual decision has been reached between the parties.

**ARTICLE III**

**OWNERS ASSOCIATION**

**A. PROPERTY OWNERS ASSOCIATION.** A Property Owners Association shall be created and incorporated to ensure the high standards of maintenance and operation of the Subdivision. Every record owner of a fee simple interest in the lots in the Subdivision shall become and be a member of the Not-For-Profit Corporation, and each 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 adjacent full lot on the Plat of the Subdivision shall be deemed to be a separate lot entitling the Owner thereof to one (1) vote for each such adjacent lot owned. Upon transfer of title from the developer, owner shall be responsible for annual assessments as determined by the Bylaws and Rules and Regulations established by the Not-For-Profit Enclave Property Owners Association.

#### ARTICLE IV

##### AMENDMENTS OR CHANGES

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 percent (75%) 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 designating an attorney-in-fact to execute documents indicating the adoption of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorneys-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, if at all, by the agreement 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 termination 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.

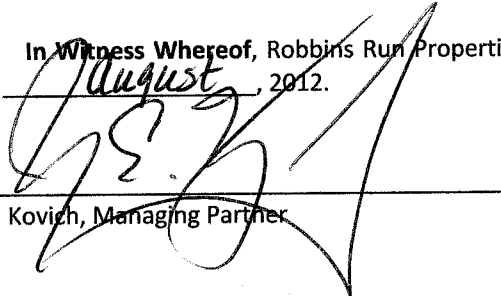
**B. ENFORCEMENT.** The Owner or Developer, his heirs, successors and assigns, or any owner of a lot or any mortgagee of property with the subdivision, shall have the right to enforce any provision of this Declaration



by any proceeding of law or equity. Any owner found to be in violation by a Court of competent jurisdiction of any provisions of the 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 this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Homeowners Association shall have the right to adopt and enforce violations through fines and shall have lien rights to enforce payment.

Restrictions do not provide for forfeiture or reversion thereof.


In Witness Whereof, Robbins Run Properties, LLC has caused this instrument to be signed this 24 day of August, 2012.

  
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Jack E. Kovich, Managing Partner

Before me, the undersigned, a Notary Public, in and said county and state, personally appeared Jack E. Kovich, on behalf of Robbins Run Properties, LLC and acknowledged the execution of the foregoing instrument for and on behalf of said corporation and by its authority.

Witness my hand and notarial seal this 24 day of August, 2012.

  
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Notary Public

 **TAMMY S MICHNA**  
Notary Public, State of Indiana  
Lake County  
Commission # 626014  
My Commission Expires  
April 27, 2019

