

186300-94-83

DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO LOTS IN FOXWOOD ESTATES, UNIT 7, AN
ADDITION TO THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

This Declaration made this 10th day of June, 1994, by Hawk Development Corp., an Indiana corporation, by its President and Secretary, 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 14th day of June, 1994 as Document No. 94046931.

NOW, THEREFORE, the Owner and Developer hereby declare that all of the property described on Exhibit "A", except Outlot A 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 on any part thereof, and shall inure 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 the plans, specifications, plot plan, and exterior elevations have been submitted to and approved in writing by the developer (Hawk Development Corp.), or its duly authorized agents or assigns. The submission so made shall also include the square footage of the proposed improvement.

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Anna R. Anton
AUDITOR LAKE COUNTY

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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 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 Foxwood Estates 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 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.

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 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.

1.) All one-story residential structures with full basement shall have a minimum first floor area of 1,500 square feet.

2.) All bi-level and tri-level residential structures shall have a minimum first floor area of 1,500 square feet.

3.) All two-story residential structures shall have a minimum total floor area of 2,200 square feet.

4.) All residential structures erected on a concrete slab shall have a minimum first floor area of 1,800 square feet. This provision shall not pertain to bi-level, tri-level, or quad-level structures where a portion of the structure may not have a full basement.

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. All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.

G. FUEL TANKS. Exterior fuel tanks shall be buried in conformity with applicable ordinances or statutes or fuel tanks may be placed in the basement of the residential structure.

H. 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.

I. FENCES. Fences no greater than four feet (4') in height may be constructed around the side and rear yards of any lot in the subdivision. A greater height may be allowed if the same is required by ordinance or statutes around a swimming pool. Any fence constructed along the rear (west) lot line of lots 436 thru 450, inclusive, may be six feet (6') in height. In any and all events, chain link fences are prohibited from use anywhere in the subdivision.

J. 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.

K. 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.

L. 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.

ARTICLE III

OUTLOT OWNERS ASSOCIATION

A. OUTLOTS. As shown on the recorded Plat of Subdivision, Outlot "A" shall be platted and set aside for the specific purpose of nature preservation, and storm water management and control.

B. NOT-FOR-PROFIT CORPORATION. A Not-for-Profit Corporation shall be created and incorporated for the express purpose of ownership of the Outlots, and 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 in the Subdivision directly adjacent to an Outlot 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.

C. USE OF OUTLOTS. The Owners of lots adjacent to the Outlots shall be permitted to use the area of the Outlots delineated on the Plat which are adjacent to their individual lot or lots on the Plat for any use not inconsistent with the Drainage and Retention designed for the Subdivision. No structure of any type or kind shall be erected, placed or altered nor shall any of the Natural areas be changed or disturbed on any Outlots in any manner by any party or lot owner.

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.

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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 judgement 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 within 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 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 this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Restrictions do not provide for forfeiture or reversion thereof.

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IN WITNESS WHEREOF, HAWK DEVELOPMENT CORP., an Indiana Corporation, by its President and Secretary, has caused this instrument to be signed on this 10th day of June, 1994.

HAWK DEVELOPMENT CORP.
an Indiana corporation

By:

J. W. HAWK, President

ATTEST:

J. W. Hawk, Secretary

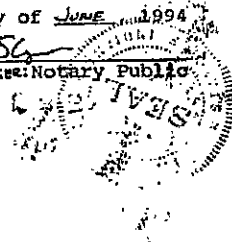
STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, personally appeared the within named J. W. HAWK, the president and secretary of HAWK DEVELOPMENT CORP., an Indiana Corporation, who acknowledged execution of the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 12th day of JUNE, 1994

My Commission Expires: 4-3-98
County of Residence: LAKE

J. A. Slagter
JACK A. SLAGTER, Notary Public



THIS INSTRUMENT PREPARED BY: J. W. HAWK

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