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1999-010246

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD

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JACQUELYN M. STERLING
RECORDER

Springwood Estates Subdivision
Porter County, Indiana

Covenants and Restrictions

Phase II

3/22/99

PLAT FILE 30-C-2A

This Development is subject to these Covenants and Restrictions to insure proper use and appropriate development of the subdivision, to protect all owners against such use as may depreciate the value of the properties, to guard against the construction of buildings built of improper or unstable materials, to insure adequate and reasonable development of the subdivision and the use and enjoyment of the property, and to encourage the construction of attractive improvements. These provisions are for the mutual benefit and protection of the owners, present or future, of the lots in this development.

The owners hereby adopt and establish certain covenants, conditions, restrictions, easements, and servitudes that shall run with all parts of the Development and shall be binding upon, and inure to the benefit of Owners and every one of the Owner's successors in title to any real estate in the subdivision. The covenants, conditions, restrictions, easements, and servitudes so adopted and established are as follows:

Land Use and Building Type: Each lot shall be used, exclusively, as a site for a dwelling for private residence purposes by only one family. No structure of a temporary character, including but not limited to basements, tents, garages, shacks, or other outbuildings shall be used on any parcel at any time as a residence, either temporary or permanent.

Structures: No structure shall be erected, placed, or altered on any lot until the following have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevations:

- A) all construction plans and specifications;
- B) a plat showing the location of the structure or structures on the lot or lots;
- C) a plat showing the landscape plan.

A structure is defined as any building, fence, wall, walk, outdoor light, deck, swimming pool, driveway or pond.

Yard Lights: Each owner of a lot in the Development shall install a post-type front yard light at the time a home is constructed upon the lot. The light must be controlled by an electric eye so that it will be lighted from dusk to dawn. The Architectural Control Committee must approve all yard lights and their locations.

TICOR TITLE INSURANCE

Crown Point, Indiana

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TICOR TITLE INS.

Mailboxes: Each owner of a lot in the Development shall install a post-type mailbox at the time a home is constructed upon the lot. The Architectural Control Committee must approve all mailboxes and their locations.

Landscaping: A landscape plan for any structure must be submitted before approval to construct any structure will be considered by the Architectural Control Committee. The landscape plan for the home should include the normal foundation plan (front and sides of home) and, in addition, should also show two or more shade trees to be planted in the front yard. These two trees must have a trunk diameter of at least two inches each and be selected from the following species: oak, ash, tulip, locust, maple or linden. All front yards and side yards must be planted with grass, which shall occur within thirty (30) days of occupancy, weather permitting. No existing trees within the development can be removed without express approval from the Architectural Control Committee.

Exterior Construction Materials: At least 25% of the front exterior of the home shall be masonry. The Architectural Control Committee through a written application to them by the building or lot owner may grant a special exception for reason of incompatibility with the style of the dwelling. The material used on all structures should be the same or should harmonize with the material used on the exterior of the residence located on said lot.

Electrical Service: The electrical service entrance facilities installed for all homes must be 200 AMP or greater. All electrical service wires to homes must be underground.

Fences: Only rear yard fences are permitted. Sketches of the fence style desired, as well as site and landscape plans for the fence, must be submitted before approval can be considered. A 10 foot wide strip across the entire back of the lot must remain unfenced to serve as a wildlife corridor.

Swimming Pools: Both in-ground and above-ground pools are permitted; however, above ground pools must be attractively concealed from view. A fence with childproof entry must secure all pools.

Satellite Dishes: All satellite dishes (size, color, and location) must be approved by the Architectural Control Committee. The Architectural Control Committee may require screening plantings or other concealment measures.

Tree Preservation: It is the intent of the Property Owners Association to preserve as much of the natural beauty of the wooded area of our community as possible. Therefore, prior to the removal of any trees within any lot of the subdivision all lot owners with existing trees must submit to the Architectural Control Committee a "tree location survey" drawn by a licensed land surveying firm locating all trees with a trunk diameter of more than six inches (6") in the general area where the lot owner intends to build their home and septic system as well as any trees the owner desires to remove. Before removing any tree with a trunk diameter of more than six inches (6") written approval must be obtained from the Architectural Control Committee.

Pond Access & Use: Access to all ponds within the subdivision is limited to property owners with frontage along the ponds outer edge. Those property owners with pond frontage shall have access to the entire pond regardless of the underlying land ownership beneath the pond. The ponds located on lots #18 and #33 are considered private ponds for the sole use of their respective lot owners. The Property Owners Association must approve any modification to the ponds including but not limited to the stocking of fish. The Property Owners Association shall have the authority to make reasonable rules and regulations regarding the use of the ponds. Swimming in all ponds within the subdivision is prohibited.

Construction Time: All external work in the construction of any building shall be completed within nine months from date of issuance of building permit. The Architectural Control Committee may grant an extension of this time limit for good reason through a written application to the Committee from the builder or lot owner.

No improvement that has been partially or totally destroyed by fire shall be allowed to remain in such state for more than 90 days from the time of such destruction or damage.

All driveways or other entrances to any lot in the subdivision from the dedicated streets in the subdivision shall be paved no later than 30 days after occupancy. The Architectural Control Committee for reason of adverse weather conditions may grant an extension. All landscaping shown on the initial plans and specifications of the home as approved by the Architectural Control Committee shall be completed by the owners within 30 days of occupancy. The Architectural Control Committee for reason of adverse weather conditions may grant an extension.

Minimum Square Footage Requirement: The living area of every dwelling house that shall be constructed on any lot in the Development shall be not less than:

- 1,700 square feet on the main level for a ranch-style home;
- 1,400 square feet per level for Bi-level and split-level homes;
- 2,000 square feet for all other permitted styles.

Living space does not include basements, garages, patios, porches or decks.

All homes shall have an attached garage with space for 2 or more cars.

All roof pitches shall be 5/12 or steeper. A special exception may be granted to maintain architectural continuity.

Ditches and Swales: It shall be the duty of every owner of every lot on which any part of an open storm drainage ditch or swale is situated to keep such portion continuously un-obstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be

reasonably necessary to accomplish the purposes of this subsection. If necessary, owners shall install culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Architectural Control Committee.

Concealment of Trash Receptacles: Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be so placed and kept as not to be visible at any time except the times when refuse collections are being made.

Maintenance of Lots and Improvements: The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly, and, specifically, such owner shall:

- A) Remove all debris or rubbish (both during and after construction); unnecessary building materials, and piles of fill.
- B) Vacant lots may not be used to store building materials or personal items.
- C) Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.
- D) Keep lot neatly mowed.
- E) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

In the event an owner of any residential lot in the Development shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Developers or Architectural Control Committee, five (5) days written notice shall be given to the lot owner, and, if the lot owner shall not have brought said lot into satisfactory condition, such Developer or Architectural Control Committee shall have the right to employ a firm to enter upon said lot and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon and the lot owner shall be responsible for the cost of same. This cost may be filed as a lien upon the property in accordance with the laws of Indiana, and expenses incurred in collection of the fees, including interest, court costs, and reasonable attorney fees, shall be billed to such lot owner, and shall be at the expense of the lot owner.

Prohibited Activities

- A. General: No activities prohibited, defined as, or held to be a nuisance under Indiana Law shall be carried on within the Development. No noxious or offensive activities shall be carried out on any lot in the Development, nor shall anything be done on any of said lots that shall be or become an unreasonable annoyance or nuisance to any owner of another lot in the Development.

- B. Signs: Builders may display a sign approved by the Architectural Control Committee for new homes only. No "for sale" signs of prior occupied homes shall be displayed in the Development. Other signs shall be permitted only under prior written approval of the Architectural Control Committee.
- C. Animals: No animals shall be kept in the subdivision, except the usual, hand-held, and non-dangerous household pets. No farm animals, including horses and other such animals, shall be permitted at any time. Pet's activities must be confined to the boundaries of the owner's property. The Architectural Control Committee shall have the authority to make reasonable rules and regulations regarding the control of household pets, including but not limited to the removal of animal waste and the maximum number of pets which may be housed on a single lot.
- D. Vehicle Parking: No trucks or other similar vehicles having a load rating in excess of one ton shall be permitted to be parked on any of the streets or lots in the subdivision in excess of four hours, nor shall any currently unlicensed, stripped-down, partially wrecked, or junk motor vehicle be so parked. No trailers, boats, motor vehicles or recreational vehicles are permitted to be stored on any lot for a period of time in excess of two weeks, unless said personal property is stored in a fully enclosed building. The Architectural Control Committee shall have the power to make reasonable rules and regulations for the enforcement of this restriction.
- E. Weapons: The use of firearms or archery equipment within the subdivision is strictly forbidden. No hunting, target practice, or any other use of firearms or other weapons shall be allowed.
- F. No Burning of Trash: No owner of any lot in the Development shall burn or permit the burning out of doors of garbage, trash, leaves, grass clippings, and other like household or natural refuse.

Architectural Control Committee: The Architectural Control Committee is composed of the following members: Randal W. Sekerez, Zarko Sekerez, and Sandra Thomsson, all from Crown Point, Indiana. The Committee may designate a representative to act for it.

The Architectural Control Committee can be contacted at:

Sekerez Development Corporation
Architectural Control Committee
Post Office Box 903
Crown Point, Indiana 46307
219-663-8100

In the event of death or resignation of a member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for the services performed

pursuant to these covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee, or to withdraw from the Committee or restore to it, any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

After all lots have been built upon, or at such earlier time as the Architectural Review Committee deems appropriate, the architectural control of the subdivision shall be vested with and continued by a simple majority of the lot owners granting approval thereby turning over complete architectural control to the property Owners themselves, and the Architectural Review Committee shall thereupon be relieved and discharged from all such duties so assigned.

Neither the Developer nor the Architectural Control Committee, nor any member thereof, shall be liable for any damage, loss or prejudice suffered or claimed by any owner or contractor who submits such plan 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, drawing and specifications, and (e) the development of any property within the subdivision. Any person submitting plans to the Architectural Control Committee shall hold the Developer, the Architectural Control Committee, or any member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party including attorneys' fees incurred.

The architectural Control Committee, by a two-thirds vote, may make exceptions to these Restrictive Covenants in event of hardship, provided that said exception will not be materially detrimental to the Development or the property therein.

Approval Process: Each lot owner must submit the following items to the Architectural Control Committee and receive the Committee's written approval of these items before construction can begin:

- A) Drawings showing all four elevations.
- B) Floor plan showing square footage.
- C) Site plan showing placement of home on lot and location of driveway and walkways.
- D) Landscape plan showing foundation plantings and at least two front yard shade trees (site and landscape plan can be combined).

E) Masonry sample and color samples for siding, roof, and exterior trim.

Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Failure to Enforce: The failure to enforce any of the Covenants herein set forth as to any violation by the Developer, its agent(s) and/or assignees, or any property Owner, of any term, condition or covenant contained herein shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or different term, condition or covenant herein. Moreover, no such failure to enforce shall entitle any Owner to claim, sue for, or receive any damages or other payment from developer. In addition, if Developer is named by any Owner in any legal action, Developer shall be entitled to recover from said Owner reasonable attorney fees in defending said action.

Further Subdividing: Prior to the time that legal title to a lot is first transferred from the Developer to an Owner, the Developer shall be permitted to resubdivide or replat said lot and, in addition, shall be entitled to dedicate additional roadways over and across said lot. Once the Developer transfers legal title from itself to an Owner, no further resubdivision shall be permitted and no Lot Owner shall provide access over and across said lot to any other real estate without the express written permission of the Developer or its designated representative.

Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The developer shall be entitled to recover attorney fees and other costs and expenses incurred in the enforcement of the provisions of this agreement from any owner or owners in violation of same.

Severability: Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

**SPRINGWOOD ESTATES
PROPERTY OWNER'S ASSOCIATION, INC.**

As soon as is practicable after Developer causes any area to be subject to these covenants, Developer shall cause the Springwood Estates Property Owner's Association, Inc., an Indiana not-for-profit corporation, to be formed to which the real estate designated on the plat as common areas shall be conveyed. Prior to the appointment of the Board of Directors by the Developer, responsibility for the control and maintenance of the land designated on the plat as

common areas shall remain the exclusive responsibility and obligation of the Developer or its designated agents.

Purpose of the Association: The purpose of the Association shall be to insure high standards of maintenance and operation of all property in the development, including that property reserved by Developer as for the common use of all residents and owners of property therein and to insure the provision of any maintenance and promote the desired character of the development. In addition, the Association shall consider its purpose to manage and support financially all outlets and common areas, if any.

Board of Directors: The Association shall have a Board of three (3) directors who shall constitute the Board of Directors. The Directors and Officers of the Association shall not be liable to the Owner for any mistake of judgment or any acts or omissions made in good faith by such Directors or Officers. The Owners shall indemnify and hold harmless each of such Directors or Officers against all contractual liability arising out of contracts made by such Directors or Officers on behalf of the owners of the Association, unless any such contracts shall have been made in bad faith or contrary to the provisions of this Declaration.

Membership and Voting: Each Owner of a Lot in the development shall be a member of the Association and shall be entitled to cast one (1) vote at all meetings for each lot that is owned.

Powers and Duties of the Association: The Board of Directors of the Association shall have all the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law and shall among other things, arrange for the following services, to the extent such services are not provided by any governmental body.

- a. To own, maintain and otherwise manage any common areas including the mowing of grass, to remove rubbish from same and to do any other things necessary or desirable in the judgment of the Officers of the Association.
- b. To care for, repair, replace and maintain all improvements constructed by the Developer upon the common areas including, but not limited to, landscaping, signs, the landscaped entranceway island area, and entranceway monument area of the property.

Until such time as the Board of Directors is duly elected, all the powers and duties enumerated above shall be exercised exclusively by the Board of Directors, as appointed by the Developer. The Developer at his discretion may appoint lot owners to serve on the Board of Directors at such time as it deems appropriate. The first elected Board shall be elected not later than one (1) year after ninety-five percent (95%) of those lots which have been subject to the Covenants or are able to be subjected to these Covenants pursuant to the terms hereof have been sold and title has been conveyed from Developer to Owner. All lot owners of record who have been subjected to these Covenants shall be eligible to vote for said Board. Members of the first and all subsequent Board of Directors of the Association shall be nominated and elected pursuant to the By-laws of the Association.

The Developer shall have the right, at any time in the future, to convey to the Association any areas which are now or may be in the future, designated as common areas; and the Association shall accept such conveyance and shall be responsible for the maintenance thereof after such conveyance.

Maintenance Assessments

Each owner of a lot, by acceptance of a deed or other conveyance from the Developer, its successors or assignees, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided in this Declaration, together with the By-laws of the Association.

All assessments levied shall be for the purpose of insuring the high standards of maintenance and operation of the property and, in general, to promote the character of the property. Such purposes and uses of assessments shall include (but are not limited to) the cost for the Association of all taxes, insurance, repair, replacement, and maintenance, and other charges by this Declaration of Covenants, Restrictions and Easements or that the Board of Directors of the Association shall determine to be necessary or desirable or meet the primary purpose of the Association.

The regular annual assessment shall be determined by the affirmative vote of two-thirds (2/3) of the Board of Directors of the Association.

Special Assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses. Such capital improvements shall include the construction, reconstruction, or unexpected repair or replacement of any capital improvements on the property or as may be required pursuant to this Declaration.

Whenever the Board of Directors shall determine there exists a need for levying a special assessment as herein provided, the Board of Directors shall adopt a resolution setting forth the need, amount, period of payment and due date or dates for the proposed special assessment. All special assessments must be approved by a two-thirds (2/3) vote of the voting members of the Association. Such vote shall be taken at a meeting called by the Board of Directors for that purpose.

Each lot owner, by acceptance of its deed or recorded contract of sale, or subsequent consent to this Declaration, is deemed to covenant and agree to pay these Assessments. All such Assessments, together with interest at the rate of twelve percent (12%) per annum, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the lot against which the Assessment is made.

Each Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of owners of such lots at the time the Assessment is made, and his or her

grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first Mortgagee who obtains title to the lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Assessments shall be paid in such a manner, in such amount, and on such dates as may be fixed by the Association, without limitation that any Assessment shall be paid in one (1) installment.

Porter County is hereby declared to be a third-party beneficiary of the terms and provisions of this Section, and shall have the right to enforce the provisions of this Section by specific performance and/or by any other means available at law or in equity, and the Developer, on behalf of itself and its successor and assigns do hereby waive any and all defenses to such enforcement rights. In addition to the foregoing, Developer hereby submits the Properties to the jurisdiction of the County, and the County may, in addition to the foregoing, adopt such ordinances, regulations and resolutions as deemed by it to be appropriate to facilitate the enforcement of those provisions of this Section.

Enforcement: The Property Owner's Association shall have the right to levy and collect reasonable fines for the violation of these covenants; provided, however, that any one violation shall not exceed One Hundred Dollars (\$100.00) per day, and each day that such a violation shall continue shall be considered as a separate offense. Said fines for violations of these covenants shall be a lien in favor of the Association upon the lot whereon said violation occurs or upon the lot owned by the violator of said covenants, which lien shall be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Costs of filing and prosecuting such liens and attorney's fees for preparation and prosecution thereof shall be paid by the property owner in violation and may be included in the lien filed against such property as set forth in these covenants.

Procedure for Amendments: These Articles may be amended at any time by written consent of two-thirds (2/3) of the members of the Association evidenced by an agreement or agreements for that purpose duly executed and acknowledged by such members and recorded in the Office of the Recorder of Porter County, Indiana.

Developer's Powers: Until such time as the Association and the Board provided for in this Declaration is formed, the Developer shall exercise any of the powers, rights, duties and functions of the Board.

Full Force and Effect: All Owners hereby covenant and agree that in the event the Association herein provided for shall be dissolved, all restrictions and obligations created herein shall remain in full force and effect.

We the undersigned, as owners of Springwood Estates Subdivision Phase II, recorded as plat file 30-C-2A on March 18, 1999, in the office of the recorder of Porter County, Indiana hereby record these covenants and restrictions.

Zarko Sekerez
Zarko Sekerez

Nadine Sekerez
Nadine Sekerez

State of Indiana }
 } SS:
Porter County }

On this March 22, 1999, before me, the undersigned, a notary public in and for said county, personally appeared Zarko Sekerez and Nadine Sekerez and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Peggy Oran
Peggy Oran, Notary Public

My commission Expires: 1/17/2000

County of Residence: Lake County



THIS INSTRUMENT PREPARED BY: Zarko Sekerez