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DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO LOTS IN COMMUNITY RESOURCES, INC. ADDITION
TO THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA

This Declaration made this 21 day of November, 2005, by COMMUNITY RESOURCES, INC., of 905 Ridge Road, Munster, Indiana 46321, hereinafter referred to as "Owner" and by J & D DEVELOPMENT, LLC, of 1441 Muirfield Drive, Dyer, Indiana 46311, hereinafter referred to as "Project Manager".

RECITALS, INTENT, AND PURPOSES

WHEREAS, the Owner holds title to certain real estate in the Town of Munster, Lake County, Indiana, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Owner by and through the Project Manager has caused a plat of subdivision to be approved by the Town of Munster and the same has been recorded in the Office of the Recorder of Lake County, Indiana on the 21 day of November, 2005, as Document No. 2005 102228; Plat Book 98, Page 50.

NOW, THEREFORE, the Owner and the Project Manager hereby declare that all of the property described on Exhibit "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 on 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 inure to the benefit of each owner thereof.

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ARTICLE I
Architectural Control

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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, plat layout, exterior elevations, and landscaping which shall show the nature, kind, shape, height, materials, and location of the improvements to be made shall have been substituted to and approved in writing by the Project Manager, his heirs, successors, and assigns. The submission so made shall further include and indicate the total square footage in the proposed improvement. Plans and specifications shall be submitted in duplicate and one (1) of such duplicates, after written approval, shall be returned to the lot owner or his contractor. One (1) set of such plans and specifications shall be retained by the Project Manager. After written approval by the Project Manager, the lot owner or his contractor shall apply for the necessary building permits from the Town of Munster. Each lot owner and his contractors covenant and agree that no building permit shall be issued by the Town of Munster until, and unless, the plans and specifications for the improvement have been given written approval by the Project Manager. This Covenant shall include, without limitation, all fences and fencing, and non-portable swimming pools or ponds, above and below grade.

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The Owner and the Project Manager, their respective 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 pursuant to approved plans, drawings and specifications, and (e) the development of any property within Community Resources, Inc. Addition to the Town of Munster, Lake County, Indiana. Any person submitting plans to the Project Manager shall hold the Owner and the Project Manager harmless from all damage, loss. Or prejudice suffered or claimed by any third party, including attorney's fees incurred.

ARTICLE II
Use Restrictions

A. Conveyance. Each lot and unit shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions, and provisions hereof.

B. Use. Lots and units shall be occupied by a single family only and shall be used as a family dwelling. Duplex buildings, consisting of single-family dwellings joined together by party walls and common exterior roofs and foundations.

C. Construction. All buildings or structures on the property shall be of new construction and no aluminum or vinyl siding may be used on the exterior walls of any residence.

D. Height, Occupancy, and Density. No building shall exceed three (3) stories in height. No building shall occupy more than thirty (30%) percent of the lot area.

E. Minimum Floor Area. All residential structures shall comply with the following:

1. All one-story residential structures with basement shall have a minimum first floor area of 2,000 square feet.
2. All one and one-half (1-1/2) story residential structures with basement shall have a minimum first floor area of 1,700 square feet.
3. All bi-level and tri-level residential structures shall have a minimum first floor area of 1,800 square feet, not including the lower levels of said structure.
4. All four-level split residential structures shall have a minimum first floor area of 1, 650 square feet, not including the lower levels of said structure.
5. All two-story residential structures with basement shall have a minimum total floor area of 2,400 square feet.
6. The above minimum floor areas do not include porches, breezeways, or attached garages.
7. The minimum floor area for a unit within a duplex dwelling shall be 1,400 square feet.

F. Permanent Structures. No structure such as a trailer, shed, basement, tent, shack, garage, barn, tree house, or other outbuildings shall be used on the property at any time as a residence, either temporarily or permanently.

G. Kind of Construction. No building previously constructed elsewhere shall be moved upon any lot within the property.

H. Approval Prior to Construction. No residence or structure shall be commenced, erected, or maintained on any lot until the plans and specifications have been submitted to and approved by the Project Manager as provided in Article I.

I. Refuse Containers; Garbage Disposal. Garbage for collection shall be properly bagged and stored in garbage cans within the unit garage; on designated days, the garbage shall be picked up at the curb; garbage for pick-up shall not be placed at the curb until after 8:00 p.m. on the evening preceding the day of pick-up.

J. Address Identification. All residences located within Community Resources, Inc. Addition shall have an address street number clearly visible from the street.

K. Animals. No horses, cattle, or any other livestock shall be kept or maintained on any of the properties which are subject to the Declaration of Covenants, Conditions or Restrictions. No other animal shall be allowed in any common area, except on a leash or lead. The owner of such animal or pet shall be responsible for removing all offal and excrement immediately.

L. Pet Restrictions. No owner or occupant of a residence shall keep any other animal on the resident's premises that:

1. Cannot be continuously kept and maintained within the residence or the boundaries of the lot on which said residence is maintained, by leash or otherwise; or
2. Occasions any noise, odor, or noxious effect beyond the confines of said residence, or
3. Are, or are kept unsanitary, or
4. Are potentially dangerous or unsafe by nature or kept conditions, or
5. Are prohibited by Town ordinance, state law, or otherwise.

M. Satellite Antennae. Satellite dishes having an outside diameter in excess of two (2) feet shall not be installed outside of the interiors of any house or building located within the Community Resources, Inc. Addition. Satellite dishes having an outside diameter of two (2) feet or less may be installed outside of the interiors of any house but must be attached to the house or contained in the rear yard.

N. 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 structures but no such tanks shall be maintained or allowed except as permitted by applicable state, local, or federal law.

O. Fences. Fences no greater than four (4) feet in height may be constructed around the side and rear yards of any lot in the subdivision. Side yard fences must be located only to the

front building line of the lot in question. In the event a lot owner or occupant desires to construct or install an in-ground swimming pool on a lot in the Subdivision, or to have others do so, then and in such event, the lot owner or occupant or third-party must abide and be bound by (a) these Covenants and Restrictions; and (b) applicable State of Indiana Statutes and Town of Munster, Indiana ordinances. To the extent that any such law requires that said facility be fenced to a greater height than four (4) feet, then and in such event, any such fence must be placed entirely around such facility, with secure gateway; but in no event shall any fence, at any point, be located in any side yard, rear yard, or front yard set back area, or nearer than four (4) feet to any such set-back line or interior line of any dedicated easements as shown on the recorded Plat of Subdivision. All fences and pools shall be subject to Article I of these Covenants and Restrictions. Notwithstanding anything in this section or these Declarations to the contrary, no fencing around an in-ground swimming pool shall be greater than twenty (20) feet from the water's edge of said pool under any circumstances.

P. Landscaping. Owner has one (1) year from the date the occupancy permit is issued to complete the landscaping on the lot in question. Landscaping is required for each unit; landscaping maintenance shall be at the individual unit owner's expense.

Q. Coach Lights. Every residential unit must have at least one (1) coach light prominently displayed in the area normally designated as the front yard of the lot. Such coach light shall be operational from dusk to dawn with a photocell. The location and specifications for said coach light shall be identified on the plans and specifications submitted for the approval of the Owner and the Project Manager as set forth in Article I.

R. Common Areas and Improvements. Within the territory of the Subdivision in which the individual single-family building lots are platted and situated, there are several areas and improvements which are owned and possessed by the Owner and the Project Manager of the Subdivision, but which have become or will become owned and maintained by the Town of Munster, Indiana. The areas and improvements include, without limitation, the following: (a) storm water drainage, retention, and detention involving pipes, ditches, drains and ponds; (b) streets, curbs, gutters, sidewalks; (c) lighting; (d) fire protection; (e) potable water lines. No lot owner or occupant shall use, possess, or exercise any dominion or control over any such areas(s) or improvement(s) for any purpose other than the intended purpose for which they were constructed and installed. Such areas are not intended for the individual lot owner or occupant, but, rather, are intended for the common utilitarian use of all lot owners and lawful occupants within the Subdivision, and, to a reasonable and appropriate extent, their social and business guests and invitees.

S. Sheds. Sheds of any size, of any nature or description, utilized for whatever purpose, shall be prohibited. Within the definition of sheds shall include but not limited to storage bins and closets of any nature or construction including those constructed of plastic and those that may be designated temporary or permanent.

T. Above-ground Swimming Pools. Above-ground swimming pools of any nature or type are prohibited. This shall include any wading pool, baby pool, of any nature or description and of any construction type. The only swimming pools that shall be allowed are those commonly referred to as "in-ground" swimming pools. Further, with regard to such in-ground swimming pools, it shall be permissible, notwithstanding anything in these Declarations elsewhere to the contrary, to create a permanent structure or shelter around and/or enclosing said swimming pool equipment including, but not limited to, heaters, pumps, filters, and piping. However, in no event shall such structure be greater than is necessary to enclose or screen from view said swimming pool equipment, and in no event shall said structure be utilized for storage.

U. Easements. Easements, if any, for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

V. Nuisances. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Loud noises, loud music, objectionable odors and excessive external lighting is prohibited. The storage of unsightly or noxious objects shall be prohibited. Clotheslines for drying laundry are not permitted.

W. Prohibited Purposes. No common area may be used for partisan political purposes, or for the proselytizing of sectarian religious or philosophical causes. No person may enter upon any common area for purposes of solicitation, commercial, political or religious activity, except upon application for a permit from the Town of Munster.

ARTICLE III 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 a 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 IV Existence and Termination

The covenants and restrictions herein set forth shall continue in perpetuity and shall be terminated, if at all, by the agreement of all of the lot owners and their respective mortgagees, 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 V
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 the Project Manager, 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.

OWNER:

PROJECT MANAGER:

COMMUNITY RESOURCES, INC.

J & D DEVELOPMENT, LLC

By: 

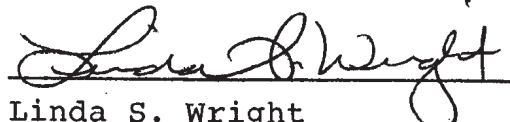
By: 
JOE P. WILLIAMSON

President

STATE OF INDIANA

COUNTY OF LAKE

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public this 21st day of November 2005 by Joe P. Williamson who acknowledged the execution of the above and foregoing instrument as his voluntary act and deed.


Linda S. Wright
Notary Public

My Commission Expires:

02-25-07

Resident of Lake County