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DECLARATION OF COVENANTS AND RESTRICTIONS
OF
BRIDGEWOOD SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this 8th day of Oct, 1996, by Mercantile National Bank of Indiana, as Trustee under the provisions of a Trust Agreement dated February 1, 1994, and known as Trust No. P-5859 (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all of the land described in the plat of BRIDGEWOOD UNIT ONE (the "Plat"), as recorded on _____, 1996 as Document No. _____ in the office of the Recorder of Lake County, Indiana (hereinafter referred to as the "Property"), and;

WHEREAS, Declarant is presently the owner of or intends to become the owner of certain other property adjacent to the Property (the "Expansion Property"), all or a portion of which may, at the discretion of the Declarant, be made subject to this Declaration and incorporated into and made a part of the Property by Declarant recording an amendment to this Declaration in the Office of the Recorder of Lake County, Indiana, describing a part or all of the Expansion Property and stating that the real estate described therein is subjected to the covenants and restrictions of this Declaration; and

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. Definitions: The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:
- a) "Association" means the Bridgewood Homeowners Association, Inc., which shall be an Indiana nonprofit corporation, organized by the Declarant.
 - b) "Board of Directors" means the governing body of the Association elected by the members in accordance with the By-laws.
 - c) "Bridgewood" means the name by which the Property shall be known.
 - d) "By Laws" shall mean the by-laws of the Association which shall provide for the election of directors and officers and other governing officials of the Association.
 - e) "Common Areas" means those areas within the boundaries of Bridgewood as shown on the Plat excluding Lots 1 through 75 and all streets, but specifically including Outlots "A" and "B", the 15.165 acre Wetland/Detention Area, and the ten foot (10') access right-of-way.
 - f) "Common Expense" includes, but is not limited to expenses for administration of the Association, for the upkeep, maintenance, replacement, repair, taxes, insurance and other expenses for the maintenance and landscaping on the Common Areas, for walls, lights and entrance improvements and landscaping and all other expenses of the Association.
 - g) "Owner" means a person, firm, corporation, partnership, association, trust or

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other legal entity or any combination thereof which owns the fee simple title to a Lot.

h) "Dwelling Unit" means the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

i) "Lot" means any numbered plot of ground designated as a Lot on the Plat.

2. Declaration: Declarant hereby expressly declares that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied in accordance with the provisions of this Declaration.

3. Rules Governing the Declaration: The following rules shall apply to this Declaration:

- a) **Amendments:** Declarant shall have the exclusive right, until the date upon which it relinquishes this right in writing, or the date it no longer owns any Lot, or December 31, 2006, whichever is the first to occur, to amend any or all of the provisions of this Declaration after notifying the Town of Merrillville.
- b) **Duration:** This Declaration shall run with the land of the Property and shall encumber the Property and shall be binding on each Owner until December 31, 2016, at which time these provisions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then Owners of seventy-five percent (75%) or more of the Lots agree to change this Declaration in whole or in part.
- c) **Severability:** Invalidity of any one of the covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of this Declaration shall remain in full force and effect.
- d) **Enforcement:** The right to enforce the provisions of this Declaration by injunction, together with the right to cause the removal by due process of law of any structure, is hereby vested in each Owner and in the Association, its successors and assigns, and in the Declarant. This Declaration may also be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any provision of this Declaration, it shall be deemed lawful for any Owner, the Association, its successors and assigns, or the Declarant, to proceed in law or in equity against such person or persons and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that any Owner, the Association, and/or the Declarant employs legal counsel to enforce the provisions of this Declaration, all costs incurred in such enforcement, including reasonable Attorney's fees, shall be paid by the Owner against whom such enforcement action is brought, and such Owner, the Association and/or the Declarant, as the case may be, shall have a lien upon each Lot owned by the Owner against whom such enforcement action was brought to secure such Owner's payment of all such costs, which lien may be enforced and foreclosed in the same manner as provided for the foreclosure and enforcement of liens for dues and assessments under Paragraph 6.e) below. By acceptance of title to any part or all of any Lot or Lots each Owner shall be conclusively deemed to have accepted the provisions of this Declaration and to have agreed to be bound thereby for all purposes.

- e) **Conveyance of Common Areas to Association:** The Declarant hereby covenants that it will convey fee simple title to the Common Areas to the Association no later than five (5) years after all Lots have been sold by the Declarant.
- f) **Notice:** Any notice required to be sent to any Owner or to the Declarant under the provisions of this Declaration shall be deemed to have been properly sent and given when mailed by United States certified mail, return receipt requested, postage prepaid.
- g) **Declarant's Appointment of Agent:** Declarant shall have the right, from time to time, to appoint an agent for the purposes of exercising the Declarant's rights and performing the Declarant's responsibilities under this Declaration. Declarant does hereby appoint Bridgewood Development, LLC, an Indiana limited liability company, as its agent in accordance with the foregoing. Notice of change of Declarant's agent shall be made by recording a written notice thereof the Office of the Recorder of Lake County, Indiana, specifically cross-referencing this Declaration and the real estate described herein, and specifically terminating the existing agency, and identifying any successor agent that Declarant may appoint.
- h) **Right to Assign Declarant's Rights:** Declarant shall have the right to assign to any successor developer of the Property, in connection with the conveyance of the Property to said successor developer, any and all rights, duties and obligations granted to or imposed upon the Declarant by the terms and provisions of this Declaration, as the same may be amended from time to time, without in any manner whatsoever diminishing any such right, duty or obligation in any manner whatsoever, and specifically, without limiting the generality of the foregoing, no such assignment or conveyance shall terminate the successor Declarant's right to amend this Declaration under Paragraph 3.a).

4. **Lot Use and Building Type:**

- a) **Lots Restricted to Private Residential Use.** All Lots are restricted to private residences and shall not be improved, used or occupied for other than private one family residence purposes, except that if an Owner owns two (2) adjacent Lots, nothing contained herein shall require that Owner to place a residence on the second Lot. The requirement that each Lot shall be used solely for residential purposes shall not preclude that Lot from being used by the Declarant or any home builder as an office or model for sales or promotional purposes.
- b) **Plan Approval:** No building shall be erected, placed, altered, or maintained on any Lot until two copies of the plans, specifications and plot plan have been submitted to and approved by the Architectural Control Committee (as created and defined in Paragraph 5 below). Submitted plans shall show:
 - 1) **Conformity:** The proposed design shall be in harmony and conformity with existing structures in Bridgewood. The Architectural Control Committee shall decide whether or not the proposed design is harmonious with and in conformity with existing structures.
 - 2) **Plan View:** Proposed plans shall show a plan view (plot plan) illustrating the location of the proposed building, drives, sidewalks and other improvements with respect to topography, Lot lines, easements, setbacks, etc.

- 3) **Elevation:** Plans shall be provided showing the exterior design of the building and the materials to be used.
 - 4) **Drainage and Erosion Control:** Plans shall be provided detailing provisions for on-site drainage, including, but not limited to, sump pump discharge, gutter drains, driveway drains, etc. The drainage plan for on-site drainage shall not adversely effect any existing drainage plan by altering the topography or any existing drainage structures. Plans shall also provide detailed provisions for on-site erosion control during the construction period.
 - 5) **Construction Plans:** Plans shall be provided detailing interior and exterior construction provisions for the purpose of determining compliance with the provisions of this Declaration.
 - 6) **Landscaping:** Plans shall be provided showing the landscaping proposed for the Lot including the retention of existing vegetation and the planting of additional trees, shrubs, bushes, annuals, perennials, grasses, ground cover and other landscaping materials.
- c) **Building Location:** All buildings shall be subject to the following restrictions:
- 1) **Front Setback:** No building shall be located on any Lot nearer to the right-of-way line than the minimum building setback lines as shown on the Plat.
 - 2) **Side Setback:** Each building shall be located no nearer than ten (10') feet from any side Lot line. A side yard abutting a street is to be not less than thirty (30') feet in width.
 - 3) **Rear Setback:** No building shall be located closer than forty (40') feet to any rear Lot line.
 - 4) **Exclusions:** Eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed so as to permit any portion of a building on a Lot to be located nearer than ten (10') feet from any other Lot.
- d) **Completion Date.** A Dwelling Unit must be completed within a period of one (1) year from the date of beginning, or thereafter be completely removed.
- e) **Installation of Landscaping Materials:** Unless otherwise approved by the Architectural Control Committee, the side, front and rear yards of each Lot shall be planted in accordance with an approved landscape plan, within one hundred twenty (120) days after the Dwelling Unit is completed, or occupied, whichever is earlier.
- f) **Dwelling Unit Size.** No Dwelling Unit shall be permitted on any Lot with a living floor area of the main structure, exclusive of porches and garages of less than the following number of square feet for the following Lots and types of Dwelling Units. The minimum square footage will be the following:

*Minimum Square Feet of Living Area by Lot
and
Building Type*

Building Type	Lots 1-25	Lots 26-75
Single Story	2,000	1,700
Tri, Bi or Quad Level or 1½ Story	2,200	1,700
Two Story	2,200	2,000

- 1) *Multi-level minimum ground floor area:* All multi-level buildings shall have a minimum first floor living area of not less than 1,200 square feet.
 - 2) *Exclusions to the minimum floor area requirements:* The above minimum floor areas do not include porches, breezeways, garages or greenhouses.
- g) **Building Standards:** All buildings must conform to the following minimum standards:
- 1) *Materials:* Structures must be constructed of materials approved by the Architectural Control Committee.
 - 2) *Basements:* All structures shall have a basement of no less than fifty percent (50%) of the main level living area.
 - 3) *Garage:* Each Dwelling Unit must have a full sized attached garage which is capable of storing at least two (2) automobiles, but may not exceed space for three (3) automobiles. Exceptions may be made to this section only if they are unanimously approved in writing by the Architectural Control Committee.
 - 4) *Height:* No Dwelling Unit shall exceed two and one half (2 1/2) stories or thirty-five (35') feet in height.
 - 5) *Roofing Materials:* Roofing systems are to consist of premium asphalt shingles, wood shakes, slate or simulated slate, standing seam metal, tile, or similar approved premium roofing material.
 - 6) *Siding Materials:* Exteriors shall be of natural wood products such as cedar, redwood, cypress, or the equivalent, as well as brick, natural stone, stucco or similar approved premium finish material.
 - 7) *Chimneys:* Any exterior portion must be of brick, stone, stucco or similar type material. In no cases shall exterior chimneys be sided with wood or metal siding or artificial stone.
 - 8) *Stacks and Ventilators:* Plumbing stacks and ventilators shall be located to the rear of the Dwelling Unit or otherwise concealed at gable ends or eave soffits.

- 9) *Driveways:* All driveways are to be a minimum of twelve (12) feet wide and must be constructed of concrete and shall be at least four (4) inches thick.
- 10) *Sidewalks:* Each Owner shall construct a five (5') foot wide, four (4") inch thick concrete sidewalk on the street side of the Lot line. Sidewalk location shall be designated and verified by Declarant and shall be constructed to Declarant's specifications as part of the builders' home construction costs. The sidewalk shall be constructed so that the walking surface follows the grade of the curb. The frontage sidewalk shall be constructed parallel to the street for the full street frontage of the Lot, including corner Lots, and the construction of the sidewalk shall be completed not later than original occupancy, unless weather does not permit sidewalk installation at that time. If sidewalk installation is delayed due to weather, such sidewalk shall later be constructed and installed at the time of the installation of the driveway or as soon thereafter as weather conditions permit.
- 11) *Hospitality Lighting:* A dusk-to-dawn electric or gas hospitality light of a type approved by the Architectural Control Committee shall be installed by the builder or Owner on each Lot in front of the front building setback line. If electric, post lights shall be equipped with automatic operators (photoelectric sensor) to provide light from dusk to dawn.
- 12) *Nameplates:* There shall not be more than one nameplate on each Lot. A nameplate shall not be more than forty-eight (48) square inches in area. It shall contain the name of the occupant and/or the address of the Dwelling Unit. It may be located on the door of the Dwelling Unit or the wall adjacent thereto.
- 13) *Mailboxes:* No mailboxes other than those of a design approved by the Post Office and the Architectural Control Committee may be installed and maintained on any Lot.
- 14) *Flag Poles:* Flag poles are permitted providing the pole is not more than twenty-five (25') feet in height, and is within the building setback line, unless otherwise directed by the Architectural Control Committee.
- 15) *Outbuildings and Additions:* Any out building or future building addition on any Lot shall be built in conformity with the primary residence, and shall be constructed with the same or similar system and materials.
- 16) *Sump Pump Discharge:* Sump pumps shall discharge only into the stormwater sewer system. No sump pump drain shall be installed in such a manner that it discharges into the street or the municipal sanitary sewer system.
- 17) *Parking of Vehicles:* Recreational vehicles, campers, boats, trailers, commercial trucks or other commercial vehicles shall not be stored or parked on the Property, including the streets and Common Areas, unless housed in a fully enclosed structure attached to a Dwelling Unit.
- 18) *Sink Disposal Units:* All Dwelling Units shall be equipped with a garbage disposal unit located in at least one (1) kitchen sink basin.

- 19) *House Design Repetition:* No repeat, opposite hand, reverse hand, etc., of any house plan is permitted to be built within ten (10) Lots or nine hundred (900') feet, whichever is greater, of another on either side of the street. No two (2) houses of the same or similar style street elevation shall be built on adjacent Lots or within ten (10) Lots or nine hundred (900') feet, whichever is greater, of another on either side of the street.
- h) **Home Occupations.** No Lot shall be used for any purpose other than a single-family residence, except that a home occupation, defined as follows, may be permitted: Any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family of the Owner residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and is in conformity with the following standards:
- 1) *Signs:* No sign or display is permitted that will indicate from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a residence.
 - 2) *Sale of Commodities Prohibited:* No commodity may be sold from any Lot or Dwelling Unit.
 - 3) *Employment Prohibited:* No person may be employed other than a member of the immediate family of the Owner residing in the Dwelling Unit.
 - 4) *Occupations Prohibited:* In no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation permitted hereunder.

5. **ARCHITECTURAL CONTROL COMMITTEE:** There is hereby created the Bridgewood Architectural Control Committee (the "Architectural Control Committee").

- a) **Membership:** The Architectural Control Committee shall consist of three (3) persons appointed by the Declarant who shall serve until they are removed by the Declarant or have resigned. The Architectural Control Committee may designate any one of its members to act on its behalf. In the event of any vacancy on the Architectural Control Committee, the Declarant shall appoint a replacement. The Declarant may at any time relinquish its right to designate an Architectural Control Committee member or fill any vacancy on the Architectural Control Committee and upon its written relinquishment of the same, any vacancy on the Architectural Control Committee thereafter shall be filled by a vote of the then Owners of more than fifty percent (50%) of the Lots.
- b) **Liability:** Neither the Declarant, the Architectural Control Committee, nor any member thereof, nor any of their respective agents, heirs, personal representatives, successors, or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence or non-feasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any structure erected according to such plans or any drainage, water

or sewer system problems resulting therefrom. Every person and entity which submits plans to the Architectural Control Committee agrees, by submission of such plans, that the party making the submission will not bring any action or suit against the Architectural Control Committee or the Declarant to recover any damages or to require the Architectural Control Committee or the Declarant to take, or refrain from taking, any action. All rights of copyright in any plans or specifications or design are waived by the submission to the Architectural Control Committee. Neither the submission of any complete set of plans for review by the Architectural Control Committee, nor the approval thereof by the Architectural Control Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. Each Owner agrees that the strict enforcement of this Declaration is necessary to maintain consistent quality in the Property.

- c) **Authority:** The Architectural Control Committee shall have the authority to approve all plans and specifications for all structures to be erected on each Lot. No construction of any structure shall be commenced and no building or other structures shall be erected, constructed, placed, maintained or altered on any Lot, nor shall the natural topography or drainage of any Lot be altered, until the Architectural Control Committee shall have issued its written approval. The decision of the Architectural Control Committee shall be entirely within its discretion, and shall be final.
- d) **Expiration:** The authority of the Architectural Control Committee shall expire twenty (20) years after the date of this Declaration.

6. **The Association:** The Association shall be an Indiana nonprofit corporation, to be organized at any future date by the Declarant, but in no event later than the date required for conveyance of the Common Areas to the Association under Paragraph 3.e). Until such time as the Association is created by the Declarant, the Declarant and its agent shall be entitled to carry out the responsibilities assigned to and enjoy and exercise the rights and powers granted to, the Association, pursuant to this Declaration.

- a) **Membership:** Each Owner shall be a member of the Association upon acceptance of a deed to the fee simple title to a Lot, and shall thereby be deemed to have agreed to abide by the Articles of Incorporation, the By-laws and the rules and regulations of the Association, including but not limited to payment of dues and assessments levied by the Association.
- b) **Voting:** Voting at meetings of the Association and for other Association purposes shall be on the basis of one (1) vote per Lot, provided however, that the Declarant shall have absolute control of the Association, including the right to appoint all directors and officers, until Declarant has sold one hundred percent (100%) of the Lots and one hundred percent (100%) of the Lots that may be subdivided in the Expansion Property.
- c) **Purposes:** In addition to the purposes of the Association as set forth in the Articles of Incorporation, additional purposes of the Association shall be:
 - 1) ***Financing the Association:*** To assess Owners to support financially and manage all entrance ways, islands, easement walkways, street lighting and the provision for such security service as may be deemed

advisable and practical in the sole discretion of the Association.

- 2) **Buffer Screening:** To maintain and improve the buffer screening along 91st Avenue to the rear of Lots 49 through 53 inclusive, Lot 55, and those lots which may be subdivided and added by Declarant from the Expansion Property.
 - 3) **Common Areas:** To maintain and improve the Common Areas. This includes, but is not limited to, maintaining the pond, wetlands and wetland buffer areas shown on the Plat, and maintaining, improving and financing the sprinkling system or systems, associated electricity costs, ground cover, grasses, trees or bushes; all mowing and landscaping costs and any other equipment or activities. It includes the replacement costs of equipment and signs and expenditures for additional landscaping, signs, wells and equipment as may be needed or installed for existing and future Common Areas.
 - 4) **Insurance:** The Association shall acquire and pay the premiums for all insurance deemed appropriate by the Association.
 - 5) **Real Estate Taxes:** The Association is responsible for all real estate taxes levied on the Common Areas.
 - 6) **Enforce Declaration:** The Association may enforce the provisions of this Declaration.
 - 7) **Other Activities:** The Association may engage in such other activities as may be beneficial to the Owners, to the public at large, or which may qualify the Association as a "tax exempt homeowners association" as defined in the Internal Revenue Code.
- d) **Dues and Assessments:** The Association shall have the authority to impose and collect dues and assessments for the purposes stated above. The initial dues and assessments levied against each Lot shall be one hundred and fifty (\$150.00) dollars per year. All Lots that are owned by the Declarant both before and after the Association is formed shall be assessed dues that will not exceed ten (\$10.00) Dollars per Lot. Said dues and assessment may not be increased by more than fifteen percent (15%) above the previous year except by a vote of the then Owners of more than fifty percent (50%) of the Lots, or by the Declarant. Dues and assessments shall be levied equally on each Lot.
- e) **Failure to Pay Dues and Assessments:** Failure to pay any dues or assessments shall be a material violation of this Declaration. Such assessments or dues shall be billed by the Association to the Owner of each Lot during the month of January of each year and shall be due and payable within thirty (30) days. Any past-due dues, assessments or other charges assessable hereunder shall bear interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after the same become due and with attorney's fees, and shall be due and payable without relief from valuation laws. Each Lot shall be subject to dues and assessments. Dues and assessments, including interest, costs of collection and attorney's fees, if any, as hereinafter provided, shall be a lien in favor of the Association upon the Lot against which such dues and assessments are charges until discharged by payment or released by the Association, which lien may, but need not, be enforced in the same manner as is provided in the

mechanic's lien statutes of the State of Indiana. Notwithstanding anything to the contrary herein, the Association need not file or record or send any notice with respect to any lien or liens or bring suit thereon within any time specified in the mechanic's lien statutes of the State of Indiana to enforce the same. The Association may, but need not, publicly record such notices of un-discharged liens arising hereunder as it deems appropriate and may, but need not, bring a separate independent action in any court to enforce payment of, or to foreclose, the lien created hereunder. Provided further, that any person purchasing or dealing with any Lot may rely upon a certificate signed by the president or secretary of the Association showing the amount of any unpaid dues or assessments and the Association shall not be entitled to enforce any lien for such accruing prior to the date of any such certificate unless the amount thereof is shown in said certificate. The within above described lien is subordinate to any first mortgage lien.

7. General Restrictions and Covenants

- a) **Protective Screening:** Protective screen plantings may be retained and maintained throughout the entire length of each Lot at the Owner's expense to form an effective screen for the protection of the Dwelling Unit. In addition, no screen planting over thirty-six (36) inches high shall be permitted between the building set back line and the front Lot line of any Lot.
- b) **Perimeter Fencing.** The only perimeter fencing permitted shall be a split rail fence two (2) rails high, not to exceed four (4) feet high or a privacy fence around an immediate patio of not more than six (6) feet in height. Perimeter fencing is only allowed in the rear and side yards and must conform to standards as set by the Architectural Control Committee in writing unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee.
- c) **Nuisances:** No noxious or offensive activity shall be carried on upon any part of the Property, nor shall anything be done thereon which may become an annoyance or nuisance.
- d) **Prohibited Structures:** No trailer, modular home, pre-built home, basement, tent, shack, garage, barn, outbuilding or any structure of a temporary character shall be moved onto, assembled or constructed on any part of the Property and used at anytime as a residence, either temporarily or permanently.
- e) **Outside Storage:** No part of the Property shall be used for the outside storage of old lumber, vehicles, building materials, trash or other debris.
- f) **Swimming Pools:** No above ground pools shall be permitted on any part of the Property. Other swimming pools may be constructed only after prior written approval from the Architectural Control Committee and must have appropriate screening and fencing.
- g) **Detached Buildings:** The construction and placement of any detached storage or pet shelter, structures to be used for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property must be of a quality construction and must be maintained in an attractive neat appearance and blend with the Dwelling Unit and be submitted to the Architectural Control Committee for approval before beginning construction. The Architectural Control Committee

shall have the authority to require protective screening around these structures.

- h) **Signs:** No sign of any kind shall be displayed to the public view on any part of the Property except a sign of not more than five (5) square feet advertising a Lot and/or Dwelling Unit for sale, or a sign of any dimension used by a builder during the construction and sales period. There is reserved to the Declarant the right to construct signs as it desires in order to foster the promotion and effect sales of Lots.
- i) **Livestock and Poultry.** No animal, livestock or poultry of any kind shall be raised, bred or kept on any part of the Property except that dogs, cats, or other household pets may be kept on a Lot, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a nuisance or hazard in any manner.
- j) **Garbage and Refuse Disposal:** No part of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall not be kept except in a sanitary container. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and screened from public view except when placed for pick up.
- k) **Utilities, Satellite Dishes, Signal Towers and Television Antennas:** All public utility services, either in the streets or on any Lot including, but not limited to electric, gas and telephone services and cable television, shall be located underground, and shall not be visible. No outside above ground communication, television, A.M., FM, or short-wave radio antennas, discs, satellite dish or structures of any type or earth receiving station of any type shall be erected or maintained on any Lot or structure in this subdivision. The exception is that one (1) satellite dish, eighteen (18") inches or less in diameter and appropriately screened from public view shall be allowed on each Lot. All street and Lot lighting shall be situated on posts with no lines visible. To assure the enforcement of these restrictions, the Declarant hereby specifies the following restrictions.
 - 1) **Overhead Wires:** This Declaration prohibits the erection and use of overhead wires, poles and other facilities of any kind, including, but not limited to those associated with electrical, television, cable or telephone service, either electrically or by telephone from poles and overhead wires around the perimeter of the Property. Nothing herein should be construed to prohibit street lighting or ornamental yard lights if serviced by underground wire or cable.
 - 2) **Electric Service:** Each Dwelling Unit shall have installed an electrical service entrance of sufficient capacity to meet present and future requirements in accordance with the engineering standards of the electric utility company.
 - 3) **Restore Landscaping:** Owners shall be responsible for all landscaping and pavement restoration made necessary by maintenance, repair, replacement or expansion of any underground utility service facilities.
 - 4) **Maintain Accessibility:** No structure or improvement shall be placed on any part of the Property which restricts accessibility to any strip of land in which an underground utility service is located, for the operation, maintenance, repair or replacement thereof.

- l) **Lot Division:** There shall be no subdivision, re-subdivision or sale of any Lot for the purpose of building an additional Dwelling Unit.
- m) **Fuel Storage Tanks:** Fuel storage tanks are not permitted on any part of the Property.
- n) **Fires:** No fires shall be permitted to burn upon any street or roadway or upon any other part of the Property.
- o) **Sewer and Water:** Every Dwelling Unit shall be connected to the public sewer and water system. Individual or common septic systems are prohibited. Wells as a source of potable water are also prohibited. Individual wells, with a diameter of two (2") inches or less, may be permitted for the purpose of providing water for landscaping upon approval of the Architectural Control Committee and the appropriate government agencies.
- p) **Site Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty-five (35') feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of a street property line with the edge of a driveway to the edge of the next driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent the obstruction of the sight lines.
- q) **Removal of Mud and Debris:** All mud and debris carried on to a street during the construction of a Dwelling Unit or any other structure on any Lot shall be removed daily, and the Owner shall so inform his general contractor and any workmen. If this provision is not complied with, the Declarant shall have the right, but not the obligation, to remove the mud and debris and the Owner of the Lot shall immediately, upon demand, reimburse the Declarant for the cost of removal. In that event, a lien in the amount of the cost thereof shall arise and be created against the Lot and in favor of the Declarant, which lien may be enforced by foreclosure in the same manner as provided in Paragraph 6.e).
- r) **Damage to Public Improvements:** The Owner of each Lot shall be responsible for any damage that occurs to the curb, gutter, street, utility service or any other public improvement during construction on the Owner's Lot. The Owner shall promptly repair or pay for the cost of repairs of any such damage regardless of fault. In the event that the Owner does not promptly make the required repairs, then the Declarant shall send a notice to the Owner. If the repairs are not completed within thirty (30) days after the date the notice is mailed, then the Declarant, at its' option, may make the repairs. In that event, a lien in the amount of the cost thereof shall arise and be created against the Lot and in favor of the Declarant, which lien may be enforced by foreclosure in the same manner as provided in Paragraph 6.e).
- s) **Weeds and Refuse:** No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot. The height of weeds or grass shall not exceed six inches (6"). No refuse pile or unsightly objects shall be allowed to be placed or remain on any Lot. In the event that any Owner of any Lot shall fail or refuse to keep the Lot free from weeds, underbrush or refuse piles or other

unsightly growths or objects, or to keep the grass and weeds at a height of less than six inches (6"), then the Association may enter upon such lands and remove the same at the expense of the Owner and such entry shall not be deemed a trespass. In the event of such removal, a lien in the amount of the cost thereof shall arise and be created against the Lot and in favor of the Association, which lien may be enforced by foreclosure in the same manner as provided in Paragraph 6.e). The provisions of this subparagraph regarding weeds, underbrush and other unsightly growth shall not apply to that portion of the Lot which is a wetland buffer area or a Protected Area under Paragraph 8.

- t) **Drainage Facilities:** The Town of Merrillville shall have the right to inspect, at any time, any and all drainage structures. The Declarant or the Association shall make any repairs or perform any maintenance as ordered by the Town of Merrillville. If the Declarant or the Association fails to make the ordered repairs or maintenance the Town of Merrillville shall have the right to make the repairs or perform the maintenance and require payment by the Declarant or the Association.

- 8. **Pond, Wetlands and Wetland Buffer Areas.** Certain Lots abut a pond and wetlands, and are subject to and encumbered by a twenty foot (20') wetland buffer areas (established by the "Deed Restriction Lines" on the Plat). Each such area is subject to the jurisdiction and control of the Association and the Lake County Indiana Drainage Board. The responsibilities of the Association with respect to the pond, wetlands and wetland buffer areas and the Owner of any Lot abutting all or a portion of the pond, wetland or wetland buffer area (an "Abutting Lot") shall be as follows:

- a) **Liability Coverage:** To maintain with respect to the pond, wetlands and wetland buffer area of each Abutting Lot a comprehensive public liability insurance policy having a combined single limit of liability of not less than Five Hundred Thousand (\$500,000.00) Dollars and a comprehensive umbrella public liability policy having a combined single limit of liability of not less than Two Million (\$2,000,000.00) Dollars. In addition to such underlying coverage, such policy shall list the Owner of each Abutting Lot as an additional insured thereunder.
- b) **Hold Owner Harmless:** To indemnify and hold each Owner of each Abutting Lot harmless with respect to any liability, claim or damage arising out of or relating to, the existence of, condition or use of the pond, wetlands or wetland buffer area of each Abutting Lot, including, but not limited to, all expenses incurred by the Owner of each Abutting Lot in defending against any such liability, claim or action for damages, including reasonable attorney's fees.
- c) **Preserved Areas:** Certain areas within the Property have been identified as "waters of the United States, including wetlands," as defined in regulations promulgated pursuant to Section 404 of the Clean Water Act (33 CFR 328.3(b)). These areas include, but are not limited to, the pond and wetlands, and the twenty foot (20') wetland buffer areas adjacent to the wetland. These areas are hereby declared to be Preserved Areas.
- d) **Professional Management:** The Association shall annually contract a licensed lake management professional to assess the quality of the pond, wetlands and wetland buffer areas. The Association shall consider the recommendations of the lake management professional and may take the recommended actions to preserve the ecological quality of the pond, wetlands and wetland buffer area.

- 1) **Restrictions:** The Declarant, the Association, and each Owner, are restricted from any activities in Preserved Areas. This does not preclude the Declarant, or the Association, from conducting activities necessary to maintain the natural vegetation and ecology of the Preserved Areas.
 - 2) **Owner Restrictions:** The Owners are not permitted to remove, alter or introduce vegetation or introduce new fish or wildlife in the Preserved Areas without permission of the Association and the licensed lake management professional retained by the Association. Owners are permitted to access the pond from their Lots. Owners are not permitted to pump or otherwise draw water from the Preserved Areas. All powered or sail watercraft on the pond are prohibited.
 - 3) **Dredging and Filling:** The Declarant, the Association and Owners are expressly prohibited from dredging, discharging of dredged or fill material, or otherwise altering, modifying or developing the Preserved Area to ensure, to the best of their ability, that the vegetation, soils, and hydrology of the Preserved Area shall remain in an unaltered, natural condition.
 - 4) **Wetland Buffer Maintenance:** It shall be the responsibility of the Association and Owners of Abutting Lots to maintain a healthy growth of woody vegetation in the wetland buffer area to provide protection for the ecology of the adjacent wetland areas.
9. **Previous Declaration Amended:** The "Preserved Area" and the "Deed restriction line" as established by that certain Declaration of Restriction on Land Use dated May 19, 1994, and recorded on July 13, 1994, as Document No. 94043708 in the Office of the Recorder of Lake County, Indiana, are hereby amended to redefine the "Preserved Area" and to relocate the "deed restriction line", to the areas and locations as shown on the Plat.

[See attached signature page]

This instrument prepared by Les Meyers and Carl Baxmeyer, Bridgewood Development, LLC c/o Eugene C. Hicks and Associates, 320 East 90th Drive, Merrillville, Indiana