

KLS Development, L.L.C.
505 Hilbrich Drive
Schererville, Indiana 46375

2004 064009

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 JUL 29 AM 9:31

DECLARATION OF COVENANTS AND RESTRICTIONS
MORRIS W. CARTER
RECORDER

APPLICABLE TO LOTS IN BRAMBLEWOOD, UNIT 3, AN ADDITION TO THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

This Declaration made this May 26, 2004, by KLS Development, L.L.C. 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 St. John, 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 St. John and the same has been recorded in the Office of the Recorder on the 7th day of June, 2004, as Document No. 2004-047603

NOW, THEREFORE, the Owner and Developer hereby declare that all of the Property described on Exhibit "A", except outlot

B 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 or 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 2 plans, (whereas 1 shall be stamped and returned) specifications, plot plan showing grading and drainage, and exterior elevations have been submitted to and approved in writing by the Developer (KLS Development L.L.C.), or its duly authorized agents or assigns as to quality of structure and materials, and harmony of external design with existing structures. The submission so made shall also include the square footage of the proposed improvement. The Architectural Review Committee (KLS Development L.L.C.) reserves the right to allow exceptions to or revisions of the covenants and restrictions at its discretion.

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 Bramblewood additions to the Town of St. John, 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 attorney fees incurred.

FILED

JUL 29 2004

STEPHEN R. STIGLICH
LAKE COUNTY

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 one 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-2 zoning requirements effective in the Town of St. John

The following minimum requirements apply to Lots 57, 152, 151 & 129

- 1. All one story residential structures shall have a minimum finished floor area of 2000 square feet with an attached 2 car garage.
- 2. All two story residential structures shall have a minimum finished floor area of 2350 square feet with an attached 2 car garage.
- 3. All 1-1/2 story residential structures shall have a minimum finished floor area of 2350 square feet with an attached 2 car garage.
- 4. The following types of structures will not be permitted:
Bi-levels, Tri levels, Quad Levels, 3 step ranch or any type home constructed on a Slab.

Note: 100 square feet may be deducted if the house includes a 3 car garage.

The following minimum requirements apply to Lots 49, 50, 51, 52, 53, 54, 55, 56, 125, 126, 127, & 128

- 1. All one story residential structures shall have a minimum finished floor area of 2100 square feet with an attached 2 car garage.
- 2. All two story residential structures shall have a minimum finished floor area of 2450 square feet with an attached 2 car garage.
- 3. All 1-1/2 story residential structures shall have a minimum finished floor area of 2450 square feet with an attached 2 car garage.
- 4. The following types of structures will not be permitted:
Bi-levels, Tri levels, Quad Levels, 3 step ranch or any type home constructed on a Slab.

Note: 100 square feet may be deducted if the house includes a 3 car garage.

The following minimum requirements apply to Lots 41, 42, 43, 44, 45, 46, 47, 48, 120, 121, 122, 124, 123, & 158

- 1. All one story residential structures shall have a minimum finished floor area of 2300 square feet with an attached 2 car garage.
- 2. All two story residential structures shall have a minimum finished floor area of 2650 square feet with an attached 2 car garage.

3. All 1-1/2 story residential structures shall have a minimum finished floor area of 2650 square feet with an attached 2 car garage. .

4. The following types of structures will not be permitted:
Bi-levels, Tri levels, Quad Levels, 3 step ranch or any type home constructed on a Slab.

Note: 100 square feet may be deducted if the house includes a 3 car garage.

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.

- 1.) All Plumbing Stacks and Roof Vents or Ventilators shall be located in the rear of the House Roof.
- 2.) Roof pitches are to be a minimum of 6/12 pitch on 1-1/2 story and 2 story Houses, and a minimum of 8/12 pitch on all Ranch Houses unless architecturally unable.
- 3.) At least 40% of the Front Exterior of the House shall be Masonry, Brick, or Stone. Ranches shall be 100% of the front elevation except gable ends or those portions of the structure that would not be structurally supportable, unless otherwise approved by the Architectural review Committee.
- 4.) No Panel Sidings, such as Plywood or Masonite may be used unless specifically approved in writing by the Architectural Review Committee.
- 5.) All Driveways and Service walks shall be of Concrete or Brick Pavers.

G. GRADING & EXCESS MATERIAL.

- 1.) Grading of Lots shall be in compliance with the Town of St John requirements and the master grading plan prepared for this development plus grading shall be performed so as not to damage the adjacent Lot or Lots.
- 2.) No Building Debris or Concrete (including wash outs) is to be placed on any Lot other than the Lot being worked on at the time. All infrastructure are the responsibility of the Builder and (or) Lot Owner, until the Town of St John accepts the Subdivision. Owners, whether legal or reserve, are to maintain their Lot(s) from debris, mowing and erosion.

H. 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.

I. LANDSCAPING. All Landscaping must be completed no later than nine (9) months from issuance date of occupancy permit by the Town of St John.

J. COMPLIANCE WITH EROSION CONTROL.

- 1.) 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.

2.) The Developer has established and implemented an erosion control plan pursuant to the requirements and conditions of rule 5 of 327 IAC 15, Storm Water Runoff Associated with Construction Activity. Builder agrees to comply with the terms of the Developer's general permit under rule 5 as well as all other applicable State, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

3.) The Builder shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Builder, Builder's employees, Agents, or done by Builder, Builder's Employees, Agents or Subcontractors which is not in compliance with the erosion control plan implemented by the Developer.

K. ACCESSORY BUILDINGS. These buildings may be erected on any lot but in rear yard only. They are not to exceed a 12'x14' floor dimension. The maximum wall height shall be 8' with a maximum roof height of 12'. Any accessory building or structure must have the approval of the architectural review committee before construction begins.

L. STORAGE. No recreational vehicle (motor home, trailer, boat, camper, any commercial vehicle over 1/2 ton, etc.) shall be permitted to park on any lot or anywhere in the subdivision for more than 48 hours unless in a garage.

M. FENCES. Fences no greater than five feet (5') in height may be constructed on lots in this subdivision. No fences shall be erected within (30)thirty feet from the front building line on interior lots and (30) thirty feet from front building line on corner lots and 10' from building lines on the side lots of corner. A greater height may be allowed if the same is required by ordinance or statutes around a swimming pool. In any and all occasions chain link fences are prohibited from use anywhere in the subdivision. All fences must be approved by the Architectural Review Committee

N. No Animals, Livestock or Poultry of any kind shall be raised, bred or kept on any lot, except that Dogs, Cats or other household Pets may be kept on any Lot provided that they are not kept, bred or maintained for any commercial or hobby purposes, and they do not create a nuisance. Pets are not permitted to roam elsewhere in the Subdivision except on a leash. It is further expressed that any Pet Owner shall not leave their Pet leashed and unattended outdoors for lengthy periods of time.

O. No outside Clothes Lines shall be erected or maintained on any Lot.

P. No Television, Radio antenna or miniature Satellite dishes shall be erected or used unless installed on the rear portion of the Roof or rear yard. Standard Satellite Dishes or Radio Towers are not permitted.

Q. Within (9) nine months from the date of occupancy of any structure, the Owner of any Lot shall make provisions for the planting of at least two trees within the parkway strip adjacent to each street curb abutting the lot. Such trees shall not be less than fifteen feet (15') in height and shall be chosen from the following list of species:

Common names

Norway Maple (seedless)

Sugar Maple

Hackberry

Autumn Purple Ash

Cleveland Pear

Marshall's Seedless Ash

Ginko (male only)
Thornless Honeylocust (seedless)
Red oak
Little Leaf Linden (seedless)

ARTICLE III

B. HOMEOWNERS ASSOCIATION. A not for Profit Corporation shall be created and incorporated for the express purpose of ownership of the Outlots and entrance to ensure the high standards of maintenance and operation of the Property in the Subdivision set aside for Nature and Preservation and Storm Water Management and Control. Every Record Owner of a fee simple interest in the Lots throughout the Subdivision shall become and be a Member 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 full Lot on the Plat shall be deemed to be a separate Lot entitling the Owner thereof to one (1) vote for each such Lot owned.

B. USE OF OUTLOT. The Owners of all Lots shall be permitted to use the area of outlots delineated on the Plat for any use not inconsistent with the Drainage and Retention designed for the Subdivision. No structure of any type may be erected, placed, or altered, nor shall any of the natural areas be changed or disturbed on the 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 or half Lots within the Subdivision.
- B. RESOLUTION.** A resolution adopting a proposed amendment following such meeting must be adopted by not less than seventy five (75%) percent 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-in-fact to execute documents indicating the adoptions of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorney-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

EXISTENCE AND TERMINATION

The covenants and restrictions herein set forth shall continue in perpetuity and shall be terminated, only if at all, by the agreement of 100% 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.

Ginko (male only)
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ARTICLE VI

GENERAL PROVISIONS

A. **SEVERABILITY.** Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.

B. **ENFORCEMENT.** The 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. The Developer has no personal liability, obligation or responsibility to enforce the Declaration of Restrictive Covenants, or any part thereof, detailed herein.

IN WITNESS WHEREOF, KLS DEVELOPMENT COMPANY, an Indiana Limited Liability Company, by its members, has

caused this instrument to be signed on this 29 day of July, 2004.

KLS DEVELOPMENT COMPANY, an Indiana Company

By: Brian Lantz

Brian Lantz, Member

ATTEST: John Lantz

John Lantz, Member

STATE OF INDIANA)
)
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared the within named Brian Lantz and John Lantz members of KLS Development Company an Indiana Limited Liability Company, 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 29 day of July, 2004.

My Commission Expires: 4-1-2009

County of Residence: Lake

Lonnie P. Carter
Notary Public

THIS INSTRUMENT PREPARED BY : _____

