

**AMENDED DECLARATION OF COVENANTS  
FOR  
COUNTRY CREEK SUBDIVISION**

THIS AMENDED DECLARATION OF COVENANTS, made this 17th day of February, 2004, by Frontier Land Company, an Indiana corporation (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, Developer took title to all of the real estate described in Exhibit A attached hereto and made a part hereof, which real estate has been improved as a residential development known as the Country Creek Subdivision (hereinafter referred to as the "Subdivision") and subdivided into portions (hereinafter referred to as the "Lots") as more particularly described on the plat recorded December 11, 2002, as Plat File 43-F-5 in the Office of the Recorder of Porter County, Indiana; and,

WHEREAS, Developer will sell and convey the Lots situated within the Subdivision, and before doing so desires to subject and impose upon all real estate within the Subdivision mutual and beneficial restrictions, covenants, conditions, charges, and permissions (hereinafter referred to as the "Covenants") under a general plan or scheme of improvement for the benefit of the real estate in the Subdivision and the future owners thereof; and

WHEREAS, Developer has previously recorded a Declaration of Covenants for Country Creek Subdivision, document number 2003-006902, recorded February 14, 2003; and

WHEREAS, Developer desires to modify, amend and supercede said Declaration of Covenants imposed upon the Lots;

NOW THEREFORE, Developer hereby declares that all of the real estate of the Subdivision, including each of the Lots, is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the following Amended Covenants, all of which are declared and agreed to be in furtherance of a plan for the improvement of the real estate and sale of the Lots in the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of the Lots situated therein, and all of which shall modify, amend and supercede the Covenants previously recorded as aforesaid. All of the Amended Covenants shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Amended Covenants, and shall inure to the benefit of Developer and every one of Developer's successors in title to any real estate in the Subdivision, and may not be severed or alienated from such ownership.

**ARTICLE I**

**Character of the Subdivision**

The Subdivision shall be a residential subdivision, providing the atmosphere and aesthetics of frontier-style, country living. Every Lot in the Subdivision is a residential Lot and shall be used for residential purposes, but may include home offices, shops, and other small commercial uses so long as they are part of the residential use and are not a primary use of the Lot. All structures erected or placed upon any of the Lots shall be log or other rustic, country, ranch, or frontier style residential dwellings, and outbuildings as are accessory to such use, including garages, sheds, and stables, and shall be consistent with the character of the subdivision. Lots may be maintained as field, forest, pasture, meadow, and or manicured lawn.

## **ARTICLE II**

### **Covenants Concerning Dwellings and Other Structures**

A. All houses constructed on any of the Lots shall be solid log or log siding or other rustic, country, ranch, or frontier style, which may be complemented with stone or masonry or other natural wood products, such as for chimneys.

B. A one story house shall contain a minimum of 1600 square feet of floor space of finished living area; garages, walk-out basements, and basements shall not be included in the calculation of finished living area.

C. A two story house shall contain a minimum of 2000 square feet of floor space of finished living area; garages, walk-out basements, and basements shall not be included in the calculation of finished living area.

D. Split level (for example, bi-level or tri-level) houses are not allowed.

E. All outbuildings and other structures shall be solid log or log siding or other rustic, country, ranch, or frontier style, consistent with the character of the Subdivision.

F. Garages, whether attached or unattached, and all outbuildings and other structures shall have doors, windows, and other features whose color and composition blend appropriately with the character of the subdivision.

G. Culverts used under roadways or driveways or any access across a swale shall include aprons on either end and shall be concrete (not metal or PVC), with Wisconsin wall stones (buff/rust color) dry stacked around each apron opening.

H. Any swimming pool must be in the rear yard and out of view from the street, enclosed within a privacy fence (consistent with Section K below) not less than five feet in height.

I. If Developer owns any of the Lots, then an owner shall not construct any house or outbuilding or other structure without obtaining written approval of Developer, based on and with reference to specific building plans and drawings of elevations, to ensure consistency with the character of the Subdivision.

J. Every building whose construction or placement on any Lot in the Subdivision is begun shall be completed within twenty four (24) months after the beginning of such construction or placement. No improvement which has been partially or totally destroyed by fire, casualty, or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction or damage.

K. Fences may be constructed on the Lots for the containment of animals and or aesthetic purposes, but shall be log or split rail or other rustic, country, ranch, or frontier style, consistent with the character of the Subdivision.

L. Mailboxes and other accessory structures shall be log style or other rustic, country, ranch, or frontier style, consistent with the character of the Subdivision.

M. The street side curtilage within ten feet of a house shall be landscaped.

N. Prior to or within a reasonable time after occupancy, there shall be planted or otherwise exist in the front yard at least two deciduous trees with a minimum height of eight feet and with a minimum diameter of two inches and at least three evergreen trees with a minimum height of five feet.

O. Except for vehicles in current, regular use by members of owner's family or temporarily parked by guests and visitors, all parking of automobiles, trucks, motorhomes, RVs, boats, snowmobiles, motorcycles, and all other motorized vehicles, and all trailers, must be in a garage (attached or unattached) or in the rear yard and out of view from the street or appropriately enclosed within a privacy fence (consistent with Section K above) not less than four feet in height.

### **ARTICLE III**

#### **Remedies**

A. Any owner who attempts or begins construction of a house or outbuilding or other structure that does not meet any of the requirements of Article II, Sections A. through I., and does not cure such violation after notice pursuant to Section D below within the notice period or such other period as may be reasonable, shall pay liquidated damages in the amount of thirty two thousand dollars (\$32,000.00), which shall be payable in equal amounts to each of the owners of the other sixteen lots of the Subdivision. As a safe harbor, any owner or prospective owner may obtain approval by written agreement (and waiver of this remedy provision) of Developer or of the owners of all of the lots, based on and with reference to specific building plans and drawings of elevations.

B. Any owner who violates any requirement of Article II, Sections J. through O. and does not cure such violation after notice pursuant to Section D below within the notice period or such other period as may be reasonable, shall pay liquidated damages in the amount of eight thousand dollars (\$8,000.00), which shall be payable in equal amounts to each of the owners of the other sixteen lots of the Subdivision.

C. The owners, or any one or more of them, to whose benefit these Amended Covenants inure, or Developer, may proceed, after notice, at law or in equity to prevent the occurrence or continuation of any violation of these Amended Covenants by an owner and or to obtain a money judgment under Section A. or B. above, and or obtain an injunction ordering owner and any contractor to cease and desist. Notice shall be minimum thirty (30) days written notice, sent certified mail, return receipt requested, specifying with particularity the violation or violations complained of, sent to the violating owner or the contractor, demanding such owner or contractor to cease and desist the specified violation of these Amended Covenants.

D. Developer shall not be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Amended Covenants.

E. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Amended Covenants shall be held to be a waiver by that party of (or an estoppel to assert) any right available upon the occurrence, recurrence or continuation of such violation or violations of these Amended Covenants.

F. Any party or parties to whose benefit these Amended Covenants inure, having proceeded in court to enforce these Amended Covenants, and if successful in obtaining judgment, shall be entitled to all reasonable attorney fees, costs, loss of pay, reasonable compensation for services of enforcing these Amended Covenants, and other expenses of enforcement, in addition to the damages and remedies specified above.

### **ARTICLE IV**

#### **Effect of Becoming an Owner**

The transferee of any Lot subject to these Amended Covenants, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant herein contained. By acceptance of such deed or execution of such contract, such transferee owner acknowledges, for themselves, their heirs, personal representatives, successors and assigns, the rights and powers of Developer and of any other owner with respect to these Amended Covenants. Such transferee owner covenants, agrees and consents to and with Developer and to and with the owners and subsequent owners of each of the Lots affected by this Amended Declaration to keep, observe, comply with and enjoy the benefits of the Amended Covenants herein provided.

**ARTICLE V**

**Duration**

The foregoing Amended Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years commencing on the date that this document is placed of record in the Office of the Recorder of Porter County. These Amended Covenants shall be automatically extended for one (1) successive period of ten (10) years, unless changed in whole or in part by unanimous vote of those persons who are then owners of the Lots, and evidenced by a written document containing the signatures of at least one owner of each Lot and such document is placed of record in the Office of the Recorder of Porter County.

**ARTICLE VI**

**Severability**

Every one of the provisions is hereby declared to be independent of, and severable from the rest of the provisions and of and from every other one of the provisions, and of and from every combination of the provisions. Therefore, if any provision herein shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of the other provisions.

IN WITNESS WHEREOF, Developer has executed this Declaration of Covenants as of the date first written above.

**Frontier Land Company, an Indiana corporation**

By: \_\_\_\_\_  
President

STATE OF INDIANA        )  
COUNTY OF PORTER     )

Before me the undersigned, a Notary Public for said County, State of Indiana, personally appeared Robert L. Grant, President of Frontier Land Company (Developer), and acknowledged the execution of the foregoing Amended Declaration of Covenants.

Resident of Porter County \_\_\_\_\_  
My commission expires:       Notary Public

\_\_\_\_\_ printed name

**EXHIBIT A**

**COUNTRY CREEK SUBDIVISION  
LEGAL DESCRIPTION OF REAL ESTATE**

The West Half of the West Half of the Southwest Quarter of Section 9, Township 36 North, Range 5 West of the Second Principal Meridian, Porter County, Indiana, EXCEPTING THEREFROM, That part thereof described as: Beginning at a point on the North line of said Southwest Quarter which is 2138.15 feet West of the Northeast corner of said Southwest Quarter; thence running South at right angles, a distance of 465 feet to the centerline of a creek, thence Westerly, meandering along the centerline of said creek to a point which is 255.85 feet Westerly by rectangular measurement of the aforementioned North and South line, the same being the Easterly line of the parcel herein described; thence running North a distance of 323 feet to the North line of said Southwest Quarter; thence running East along said North line a distance of 255.85 feet to the point of beginning, containing 2.32 parts of an acre, more or less, and subject to legal highway rights along the North line.