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**DECLARATION OF COVENANTS AND RESTRICTIONS APPLICABLE TO
LOTS IN PRAIRIE CREEK, UNIT 1, AN ADDITION TO THE TOWN OF
MERRILLVILLE, LAKE COUNTY, INDIANA**

This Declaration made this 30 day of DECEMBER, 2004, by
HERITAGE WEST DEVELOPMENT GROUP, LLC., an Indiana Limited Liability
Company, 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 Merrillville,
Lake County, Indiana, which is more particularly described on Exhibit "A" attached hereto
and incorporates herein by reference; and

WHEREAS, the Owner as Developer has caused a plat of subdivision to be approved
by the Town of Merrillville and the same has been recorded in the Office of the Recorder on
the 5 day of JANUARY, 2005 as Document No. 2005-000613.

NOW, THEREFORE, the Owner and Developer 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 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, improvements, 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 plan showing grading and drainage, and exterior elevations
have been submitted to and approved in writing by the developer (HERITAGE WEST
DEVELOPMENT GROUP, LLC.), 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 improvements.
The Developer hereby establishes an Architectural Review Committee for the purposes set
forth in this provision and other applicable provisions of these Declaration of Covenants and
Restrictions.

→ Scott Reeder
254 E 68th pl.
Merrillville, Ind.

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JAN 05 2005
STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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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 performance of any work, whether or not pursuant to approved plans, drawings and specifications, and; (e) the development of any property within PRAIRIE CREEK Estates Additions to the Town of Merrillville, 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 attorneys' fees incurred.

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 addition shall be used for one family residential purpose 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 zoning requirements effective in the Town of Merrillville.

MINIMUM SQUARE FEET SINGLE FAMILY RESIDENCE

- 1.) All one story residential structures shall have a minimum total useable floor area of 1,300 square feet.
- 2.) All two story residential structures shall have a minimum total useable floor area of 1,800 square feet.
- 3.) All bi-level residential structures shall have a minimum total usable floor area of 1300 square feet.
- 4.) All tri-level residential structures shall have a minimum total useable square floor area of 1500 square feet.

MINIMUM SQUARE FEET PAIRED VILLA ATTACHED RESIDENCE

- 1.) Each side of a paired villa residential structures shall have a minimum total main floor area of 1,300 square feet.

D. TYPE OF CONSTRUCTION. No building previously constructed elsewhere shall be moved upon any lot within this subdivision.

E. 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.
- 3.) Substantial percentage of the front elevation of the house shall be masonry brick or stone, and the remainder of the exterior shall be a maintenance free material siding, soffit, and fascia approved by the Architectural Review Committee .
- 4.) Exterior chimneys must be masonry, or have a masonry exterior, unless otherwise approved in writing by the Architectural Review Committee .

G. GRADING & EXCESS MATERIAL.

- 1.) Grading of lots shall be in compliance with the Town of Merrillville requirements and the master grading plan prepared for this development plus grading shall be performed so as not to damage the adjacent lots, or Greenbelt.
- 2.) All excess material that is to be removed from any lot by reason of construction purposes shall not be removed from this subdivision. All such materials shall be used for fill purposes on any lot or lots within PRAIRIE CREEK Estates whose existing grades are lower than the adjacent top of street curb as determined by declarant. At the prior written direction of the architectural review committee, said surplus material shall be removed and so deposited at the expense of the party charged with removing said material. Lot owners who are depositing excess material are responsible to level out material.
- 3.) No building debris or concrete (including wash outs) is to be placed on any lot other than the lot they are working on at present time. Owners, whether legal or reserve, are to maintain their lot(s) from debris, mowing and erosion.

H. LANDSCAPING REQUIREMENTS. Each front yard and side yard up to the rear of the residential unit and perpendicular thereto shall be sodded. Rear yards may be seeded.

- 1.) Executive lots
 - a.) Eight (8) trees with a minimum diameter of 2 ½" and a minimum height of 8' 0".
 - b.) Twenty-Eight (28) Shrubs.
 - c.) Underground sprinkler system to service the entire lot.
- 2.) Standard Lots
 - a.) Six (6) trees with a minimum diameter of 2 ½" and a minimum height of 8' 0".
 - b.) Twenty (20) Shrubs.
 - c.) Underground sprinkler system to service the sodded areas.

I. COACHLIGHTS & MAILBOXES.

- 1.) A standard coach light shall be approved by the Developer and installed by each lot owner at the lot owner's expense in an area of the front yard designated by the developer.
- 2.) A standard mailbox shall be approved by the developer and installed by each lot owner at the lot owner's expense in an area designated by the developer.

J. POOLS & SATELLITE DISHES

- 1.) No above ground pools are permitted without the approval of the Architectural Review Committee.
- 2.) No exterior antenna or satellite dish over two (2) feet in diameter is allowed.

K. FENCES.

- 1.) No fences will be allowed anywhere in the subdivision unless required by Town ordinance due to a swimming pool, in which case only the pool and its adjacent patio area may be fenced and only after the pool is constructed.
- 2.) Developer shall construct and install the fencing as was required by the Plan Commission of the Town of Merrillville for screening of the subdivision.

L. 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.

M. 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 subcontractors which is not in compliance with the erosion control plan implemented by the developer.

ARTICLE III

PROPERTY OWNERS ASSOCIATION

A. NOT-FOR-PROFIT CORPORATION. A Not-for-Profit Corporation shall be created and incorporated for the express purpose of ownership and maintenance of the entrance features, landscaping and decorative street lights, storm water management controls, including detention/retention ponds, and to ensure the high standards of

maintenance and operation of the property in the Subdivision. Every record owner of a fee simple interest in the lots in the Subdivision shall become and be a member of the Not-for-Profit Corporation, 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 lot on the Plat of the Subdivision shall be deemed to be a separate lot entitling the Owner thereof to one (1) vote for each lot owned.

B. FEES. An annual fee in the amount of One Hundred Fifty Dollars (\$150.00) shall be assessed to each lot and, if necessary, prorated at closing. The annual fee for subsequent years shall be determined by the Homeowners Association. In any and all cases the fee cannot increase by more than 20% in any single year. Fees shall be used for the purposes set forth above. Fees shall be paid annually and are due on Jan. 1 of each year.

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 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 adopting 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 V

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 the lot owners and their respective mortgagors, which agreement shall be evidence 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 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 provision, 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.

ARTICLE VII

LEASING OF DUPLEXES PROHIBITED

The Duplexes were designed and built, and are intended to be occupied by the individual Owners of said duplexes. Accordingly, the leasing of Duplex is prohibited, except under special circumstances as approved by the Board of Directors of the Property Owners Association. The Association, through the Board of Directors, shall have the right to promulgate and adopt Rules and Regulations to regulate and limit the right of Owners to lease Duplexes, which are more restrictive than those set forth in this Declaration for Covenants and Restrictions. Under no circumstances shall a Duplex be leased or sublet for transient, hotel or motel purposes. In the event a Duplex is to be leased or sublet, the Owner or the lessor of such Duplex agrees that the lease or sublease shall be in such form, and shall contain all of the provisions, if any, as prescribed by the Rules and Regulations. If any lease does not comply with the restrictions and limitations of this Article VII, or with the Rules and Regulations, it shall be invalid, and the Association shall have the right to evict and eject any Occupant claiming a right of possession under such invalid lease, and to seek damages and all other legal and equitable remedies from the Owner or Occupant.

IN WITNESS WHEREOF, HERITAGE WEST DEVELOPMENT GROUP LLC., and Indiana Limited Liability Company, by its Manager Member has caused this instrument

to be signed on this 30 day of DECEMBER, 2004.

HERITAGE WEST DEVELOPMENT GROUP, LLC.
An Indiana Limited Liability Company

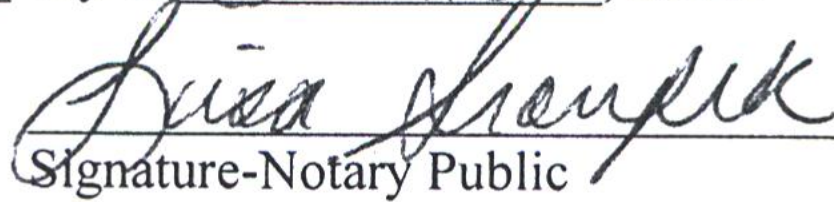
By: 

STATE OF INDIANA)
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State personally appeared the within named Kenneth Matney the President and Secretary of HERITAGE WEST DEVELOPMENT GROUP, LLC, 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 30th day of December, 2004.

My Commission Expires: Notary Public - State of Indiana
My Commission Expires:
October 5, 2009


Signature-Notary Public

County of Residence: Lake

Lisa Sroufek
Printed Name-Notary Public

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS APPLICABLE TO LOTS IN PRAIRIE CREEK, UNIT 1, AN
ADDITION TO THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA**

THIS FIRST AMENDMENT is entered into this 19 day of September, 2005, by
Heritage West Development Group, LLC.

WHEREAS, Declarant executed that certain Declaration of Covenants and Restrictions
Applicable to Lots in Prairie Creek, Unit 1, An Addition to the Town of Merrillville, Lake
County, Indiana, recorded in the Office of the Recorder of Lake County, Indiana on March 15,
2005, as Document No. 2005-019342; and

WHEREAS, pursuant to Article IV, the Declarant has reserved the right and option to
amend the Declaration; and

WHEREAS, Declarant now desires and intends hereto to so amend the Declaration.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Article II, Section E, Subparagraph 2 is amended to read as follows:

Roof pitches are to be a minimum of 5/12 pitch, except for Lot 1, which is
allowed a 4/12 pitch.

2. Article II, Section H, Subparagraphs 1 and 2 are amended to read as follows:

1.) Executive lots

- a.) Three (3) trees with a minimum diameter of 1 1/2" and a
minimum height of 8' 0".
b.) Ten (10) Shrubs.

Standard lots

- a.) Two (2) trees with a minimum diameter of 1 1/2" and a minimum
height of 8' 0".
b.) Eight (8) Shrubs.

3. Article II, Section K is amended to read as follows:

Fences will be permitted unless otherwise prohibited by the applicable ordinances
of the Town of Merrillville, subject to the approval of the Architectural Review
Committee.

4. Paragraph N is hereby added to Article II, to read as follows:

There is hereby established a fifteen foot (15') rear-yard setback for the paired
villa attached residences.

5. Except as expressly set forth herein, the Declaration shall remain in full force and
effect in accordance with its terms and conditions.

FILED

SEP 19 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

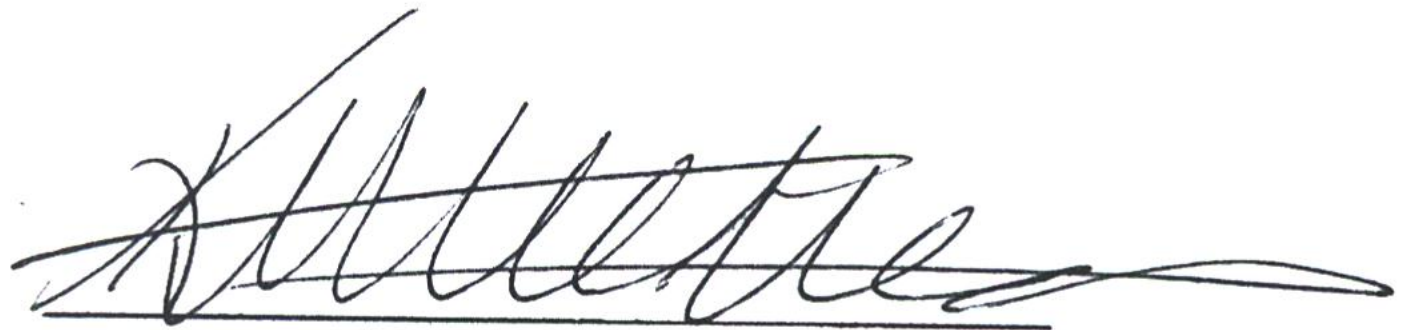
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6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 19 day of September, 2005.

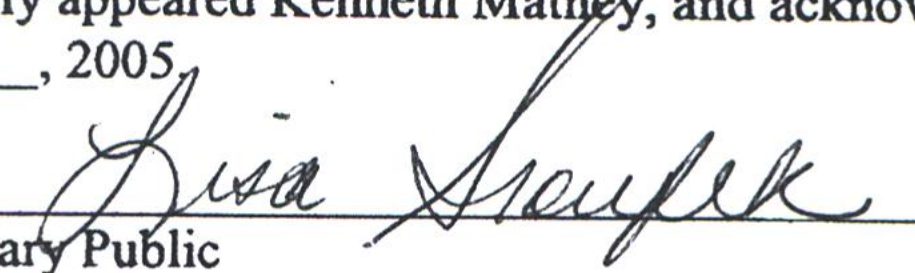
Heritage West Development Group, LLC

BY: 
Kenneth Matney, Managing Member

STATE OF INDIANA)
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, personally appeared Kenneth Matney, and acknowledged the execution of this instrument, this 19th day of Sept, 2005.

My commission expires: _____
County of Residence: Lake


Notary Public

Lisa Sroufek
Printed Name

Notary Public - State of Indiana
My Commission Expires:
October 5, 2009

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS APPLICABLE TO LOTS IN PRAIRIE CREEK, UNIT 1, AN
ADDITION TO THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA**

THIS FIRST AMENDMENT is entered into this 19 day of September, 2005, by Heritage West Development Group, LLC.

WHEREAS, Declarant executed that certain Declaration of Covenants and Restrictions Applicable to Lots in Prairie Creek, Unit 1, An Addition to the Town of Merrillville, Lake County, Indiana, recorded in the Office of the Recorder of Lake County, Indiana on March 15, 2005, as Document No. 2005-019342; and

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Standard lots

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FILED

SEP 19 2005

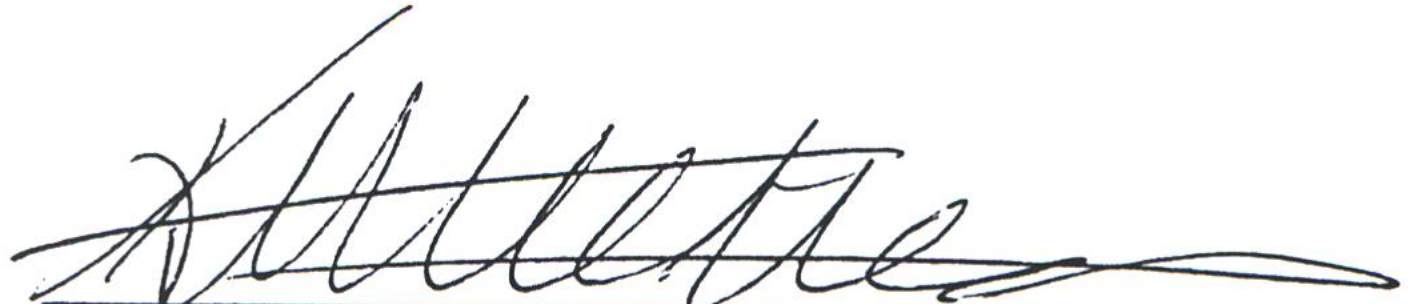
STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 19 day of September, 2005.

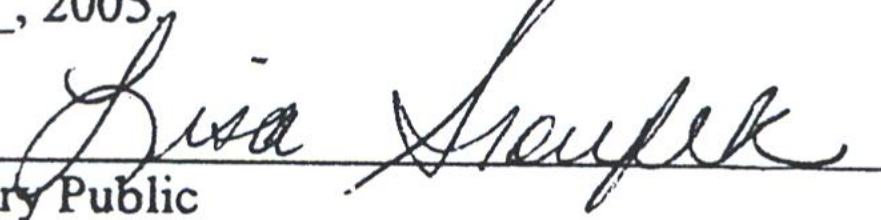
Heritage West Development Group, LLC

BY: 
Kenneth Matney, Managing Member

STATE OF INDIANA)
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, personally appeared Kenneth Matney, and acknowledged the execution of this instrument, this 19th day of Sept., 2005.

My commission expires: _____
County of Residence: Lake


Notary Public

Lisa Sroufek
Printed Name

Notary Public - State of Indiana
My Commission Expires:
October 5, 2009