

Declaration Of Covenants, Conditions And Restrictions For Clark Fields Second Addition to Hammond Subdivision

This Declaration, made this 1 day of August, 2023, by the Hammond Redevelopment Commission ("HRC"), hereinafter referred to as "Owner."

RECITALS, INTENT AND PURPOSES

WHEREAS, Owner holds title to certain Property in the City of Hammond, Lake County, Indiana, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference comprising of thirty-seven (37) residential lots and known as Clark Fields Second Addition to Hammond Subdivision; and

WHEREAS, Owner desires to create on this Property, a residential community which if carried to full and final completion, will consist of residential dwelling units consisting of single-family homes; and

NOW, THEREFORE, Owner hereby declares that all of the Property as 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 and to benefit the City of Hammond as a whole. These easements, covenants, restrictions, and conditions shall run with the property as part of a general plan of development and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

As used herein or elsewhere in these documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as provided in this Article.

- A. Lot: shall mean and refer to each portion of the Property designated for single family residences.
- B. Lot Owner: shall mean and refer to the record owner of a lot, whether one or more persons or entities who own fee simple title in any lot which is part of the property, including contract buyers, but excluding those having such interest merely as security for performance of an obligation.
- C. Plat: is hereby designated as Exhibit "B" attached hereto and incorporated herein by reference and shall mean Clark Fields Second Addition to the City of Hammond or the plat as Amended.

- D. Property: means that it includes the land, buildings, all improvements, and structures thereon or to be built thereon, and all easements, rights and appurtenances belonging thereto as set forth in Exhibits "A" and "B".

II. **ARCHITECTURAL CONTROL.**

No building, wall, improvement or other structure shall be commenced, erected or maintained on the property and no exterior addition, change or alteration shall be made until the plans and specifications, plot lay-out, exterior elevations, and landscaping which shall show the nature, kind, shape, height, materials and location of the improvement to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography, and lot lines by the City Planner or authorized representative of the Owner. In addition, each Lot Owner intending to build shall submit a resume and/or other information as to the experience and financial responsibility of the proposed contractor who is to perform the work. (This provision shall not apply to any construction or improvement made by the Owner in connection with the development of the property.)

Neither the Owner, the City of Hammond, nor the City Planner, nor any member thereof, shall be liable for any damage, loss or prejudice suffered or claimed by any Lot owner or contractor who submits such plan 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 or 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 Clark Fields. Any person submitting plans to the City Planner or Owner shall hold the Owner, the City of Hammond, the City Planner and Owner, or any member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

III. **USE RESTRICTIONS.**

- A. Conveyance. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.
- B. Use. Lots shall be occupied by a single-family home only and shall be used as a family dwelling and shall not under any circumstances be used as a short-term rental of any nature or kind.
- C. Construction. All buildings or structures on the property shall be of new construction.

- D. Minimum Floor Area, Materials, Garages. All residential structures shall comply with the following:
- (1) All one-story residential structures with basement shall have a minimum first floor area of 2,000 square feet of living area above ground.
 - (2) All two-story residential structures shall have a minimum total floor area, not including the basement, of 2,500 square feet of living area above ground.
 - (3) The above stated minimum floor areas do not include square footage attributable to porches, breezeways, or garages.
 - (4) All residential structures shall have at least a two-car attached garage. A "front loading garage" shall not be closer to the street than the main wall of the house.
 - (5) The front exterior of the structure (facing the street) shall be constructed with at least fifty percent (50%) of materials made of brick, stone, or other HRC or City of Hammond Building Department approved materials.
 - (6) The remaining portion of the front exterior of the structure may be constructed of materials made of brick, stone, hardie board, or other HRC or City of Hammond Building Department approved materials.
 - (7) The remaining sides of the structure may not be constructed with aluminum, shingling or other such siding type materials, but may be constructed of materials made of brick, stone, hardie board, vinyl siding, or other HRC or City of Hammond Building Department approved materials.
- E. Driveways. All driveways servicing the residence must be poured concrete from the street to the garage doors. All driveways must begin at the street and have ascending or descending grades in conformity with current regulations of the Indiana Department of Transportation governing driveway connections to public roads.
- F. Signs. No advertising signs (except one of not more than six (6) square feet "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on property, nor shall the property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Lot owner or any resident thereof. No business activities of any kind whatsoever shall be conducted in any building or in any portion of the property; provided, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Owner, its agents and assigns during the construction and sale of the property.
- G. Outside Antennas. No outside antennas shall be allowed to be erected or attached to the front of any structure. Any antenna attached to the rear or

side of any structure shall be a color which blends with its surrounds and shall have a mast only as high as reasonably necessary to receive the intended signal and shall take all measures to make the antenna not visible from the street.

- H. Swimming Pools. No swimming pools shall be placed or built on any Lot without prior approval by the Hammond Building Department and Planning Department. An approved fence application will also be required.
- I. Fencing. No fence shall be erected until a fence application is completed and reviewed by the Hammond Building Department and Planning Department. Fences shall not be placed in any circumstances in the front (street side) of the residential structure and shall only be placed on the sides and back to provide privacy and shall be constructed of vinyl, composite, wood, or other approved material. Chain link fencing is not permitted.
- J. Solar Panels. Solar panels must be placed in the rear of the Lot or at a place that is unobtrusive to neighboring Lots and residences. Any plans must be submitted to the Hammond Building and Planning Departments for approval before any construction or placement can begin.
- K. Wind Turbine. Wind Turbines are prohibited.
- L. Short Term Rentals Prohibited. No structure, residence, or dwelling on any Lot shall be used for short term rentals, and no owner or agent of any owner of any Lot shall offer by any public means including but not limited to publication, internet, or posting any structure, residence, or dwelling on any Lot for short term rental, e.g. Air BNB.
- M. Parking of Vehicles. Recreational vehicles, campers, boats, trailers, trucks or other commercial vehicles shall not be stored or parked on the property, unless totally enclosed inside a garage.
- N. No Temporary Living Quarters. No structure of a temporary character, such as a trailer, tent, shack, garage, barn or other outbuilding shall be used on the property at any time as a residence, either temporarily or permanently. This provision does not apply to a child's playhouse if it is temporary in nature and located in the rear of the residence.
- O. Repair of Vehicles. Any repair, body work, or restoration work to any vehicle shall not occur longer than forty-eight (48) hours on any Lot or driveway.
- P. Garbage Receptacles. No Property or Lot shall be used or maintained as a dumping ground for rubbish, trash, junk, or other waste. All waste shall be kept in sanitary containers, which shall be kept in a clean condition.

- Q. Previously Constructed Structures Prohibited. No building previously constructed elsewhere shall be moved upon any of the Property or Lots.
- R. Approval Prior to Construction. No residence or structure shall be commenced, erected, or maintained on any of the property until the plans and specifications have been submitted to and approved by the City Planner and upon approval the Hammond Building Department shall issue permits.
- S. No Subdivision of any Lot. No Lot shall be subdivided, transferred, sold, or deeded into a Lot smaller than a Lot shown on the recorded plat.
- T. Each Lot shall contain one (1) single family home. Lots shall not be combined.
- U. Regulations. Regulations concerning the use of the Property may be promulgated by the Owner. Regulations and these Covenants may be enforced by the Owner, the City, or the City Planner provided, however, that copies of such regulations are furnished to each lot owner prior to the time that the same become effective.
- V. Easements. No buildings or structures may be erected or maintained in any easement of record, and Lot Owners shall take title subject to the rights of the public utilities in the easements. Additionally, Lot Owners shall not alter, modify, or change the grade and/or topography in or on any easement, by adding fill, reshaping, or by any other means.

IV. **AMENDMENT.**

Amendments to this Declaration shall be proposed and adopted as follows:

- A. In order to amend this Declaration, a vote of 51% of all lot owners is required.
- B. Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered and shall also be mailed by regular mail at least five (5) days before any meeting to each Lot owner of record using the last known address listed with and used by the Lake County Treasurer for mailing of tax bills.
- C. Recording. A copy of each amendment shall be certified by at least two (2) officers of the Redevelopment Commission as having been duly adopted and shall be effective when recorded in the Office of the Recorder of Lake County, Indiana. Copies of the same shall be sent to each Lot owner and his mortgagee in the manner elsewhere provided for the giving of notices

but the same shall not constitute a condition precedent to the effectiveness of such amendment.

V. TERMINATION.

This Declaration shall be terminated, if at all, by the agreement of all the Lot owners and the Hammond Redevelopment Commission, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the conveyance of real property. The termination shall become effective when such agreement has been recorded in the Office of the Recorder of Lake County, Indiana.

VI. GENERAL PROVISIONS.

- A. Severability. Invalidation of any one 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 City of Hammond by its Building Department or Planning Department, the Hammond Redevelopment Commission, or any Lot owner, shall have the right to enforce any provision of this Declaration by any proceeding of law or equity. Any Lot owner found to be in violation by a court of competent jurisdiction of any provision of this Declaration shall also be liable for reasonable attorneys' fees incurred by the City of Hammond, the Hammond Redevelopment Commission, or incurred by any Lot owner, in prosecuting such action. The amount of such attorneys' fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting owner's lot or unit, enforceable as other liens herein established. Failure by the City of Hammond, the Hammond Redevelopment Commission, or by any lot owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, this instrument has been signed, effective as of the latest date appearing on any signature page hereto.

OWNER:

HAMMOND REDEVELOPMENT COMMISSION

By:  _____
Tony Hauprich, President

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the HAMMOND REDEVELOPMENT COMMISSION by Tony Hauprich, its President, and acknowledged the execution of the above and foregoing to be its voluntary act and deed for the uses and purposes expressed therein.

WITNESS MY HAND AND SEAL this ____ day of _____, 2023.

, Notary Public

My Commission Expires: _____
County of Residence: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security Number in this document, unless required by law.

David W. Westland

This instrument prepared by: David W. Westland, Esq., Westland & Bennett, P.C.
2929 Carlson Drive, Suite 300, Hammond, IN 46323
Ph. 219.440.7550; Email: dwestland@westlandbennett.com

Exhibit "A"

DESCRIPTION OF PROPERTY:

Lots 1-37 in Clark Fields Second Addition to Hammond Subdivision located off Calumet Avenue and 122nd Street in Hammond, Indiana.

| | |
|--------|-------------------------------------|
| Lot 1 | Parcel No. 45-03-07-307-006.000-023 |
| Lot 2 | Parcel No. 45-03-07-307-007.000-023 |
| Lot 3 | Parcel No. 45-03-07-307-008.000-023 |
| Lot 4 | Parcel No. 45-03-07-307-005.000-023 |
| Lot 5 | Parcel No. 45-03-07-307-004.000-023 |
| Lot 6 | Parcel No. 45-03-07-307-003.000-023 |
| Lot 7 | Parcel No. 45-03-07-307-002.000-023 |
| Lot 8 | Parcel No. 45-03-07-307-001.000-023 |
| Lot 9 | Parcel No. 45-03-07-306-008.000-023 |
| Lot 10 | Parcel No. 45-03-07-306-009.000-023 |
| Lot 11 | Parcel No. 45-03-07-306-010.000-023 |
| Lot 12 | Parcel No. 45-03-07-306-011.000-023 |
| Lot 13 | Parcel No. 45-03-07-306-012.000-023 |
| Lot 14 | Parcel No. 45-03-07-306-013.000-023 |
| Lot 15 | Parcel No. 45-03-07-306-007.000-023 |
| Lot 16 | Parcel No. 45-03-07-306-006.000-023 |
| Lot 17 | Parcel No. 45-03-07-306-005.000-023 |
| Lot 18 | Parcel No. 45-03-07-306-004.000-023 |
| Lot 19 | Parcel No. 45-03-07-306-003.000-023 |
| Lot 20 | Parcel No. 45-03-07-306-002.000-023 |
| Lot 21 | Parcel No. 45-03-07-306-001.000-023 |
| Lot 22 | Parcel No. 45-03-07-305-002.000-023 |
| Lot 23 | Parcel No. 45-03-07-305-003.000-023 |
| Lot 24 | Parcel No. 45-03-07-305-004.000-023 |
| Lot 25 | Parcel No. 45-03-07-305-005.000-023 |
| Lot 26 | Parcel No. 45-03-07-305-006.000-023 |
| Lot 27 | Parcel No. 45-03-07-305-007.000-023 |
| Lot 28 | Parcel No. 45-03-07-305-008.000-023 |
| Lot 29 | Parcel No. 45-03-07-305-009.000-023 |
| Lot 30 | Parcel No. 45-03-07-305-010.000-023 |
| Lot 31 | Parcel No. 45-03-07-305-011.000-023 |
| Lot 32 | Parcel No. 45-03-07-305-012.000-023 |
| Lot 33 | Parcel No. 45-03-07-308-007.000-023 |
| Lot 34 | Parcel No. 45-03-07-308-006.000-023 |
| Lot 35 | Parcel No. 45-03-07-308-004.000-023 |
| Lot 36 | Parcel No. 45-03-07-308-003.000-023 |
| Lot 37 | Parcel No. 45-03-07-308-002.000-023 |