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the Lake County Recorder! 11327 State Rd 8
Crown Point, Indiana 46307

RESTRICTIONS

BRIARWOOD SUBDIVISION - UNIT III

1. **Land Use and Building Type.** All lots shall be used for residential purposes, as marked and laid out on the plats of subdivision. No building shall be erected, altered, placed, or permitted to remain on any lot, except that one single-family dwelling not to exceed two and one-half stories in height, with a private attached garage, may be erected on said lots.

2. **Size of Dwelling.** No dwelling with a ground floor area of the main structure, exclusive of open porches and garages, of less than 1200 square feet in the case of a one story dwelling, or less than 960 square feet in the case of a dwelling of more than one story, shall be erected.

3. **Masonry in Construction.** No dwelling with less than 20% of its front area of exterior showing brick or stone construction shall be erected. A special exception for reason of incompatibility with the style of the dwelling may be granted by the architectural control committee through a written application to them by the builder or lot owner.

4. **Building Location.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front line or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

5. **Lot Area and Width.** No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

6. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. An easement is hereby granted to the Illinois Bell Telephone Company, and Northern Indiana Public Service Company, severally, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, and maintain gas mains, conduits, cables, poles, and wires, either overhead or underground with all necessary, braces, guys, anchors, and other appliances in, upon, along and over the strip or strips of land designated by broken lines on the plat and marked "easements for public utilities," for the purpose of serving the public in general with gas, electric and telephone service, including the right to use the streets where necessary, and to overhang lots with aerial service wires to serve adjacent lots, together with the right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid, and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easement, but same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the use of said easement for such public utility purposes.

For Plat see Plat book 40 page 81.

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7. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. **Sanitary Sewage Disposal.** No private sanitary sewage disposal or treatment shall be established or used on any lot, and all sewage disposal and treatment shall be through sewers owned by the city of Crown Point, Indiana, and all sewage treatment shall be provided by the City of Crown Point, Indiana, unless waived by it in writing.

10. **Water Supply.** No private water supply shall be established or used on any lot, and all water shall be obtained from the public supply make available by the City of Crown Point, Indiana, unless waived by it in writing.

11. **Limitation of Sewer Service.** Sewer service shall not be provided to any lot or to any person who does not also accept as a sole source of supply, the water service of the City of Crown Point, Indiana, unless waived by it in writing.

12. **Storm Water.** Storm water from all lots shall be disposed of through regularly established storm water drains, and shall not in any way be connected to, or permitted to enter, any sanitary sewer owned by the City of Crown Point, Indiana, or connected to the sewer system of said City for treatment.

13. **Rates for Services.** The City of Crown Point, Indiana shall establish reasonable rates and charges for sewer and water services, which rates shall be binding on all users thereof; and the said City shall be entitled to install meters and other measuring devices, and enter upon all lots and buildings constructed thereon for the purpose of reading the same and collect sewer and water charges levied; and said City may do such other things as become reasonably necessary in order to make its sewer and water services effective and to collect its rates and charges for the same.

14. **Rules and Regulations.** The City of Crown Point, Indiana is authorized to establish reasonable rules and regulations governing the use of sewer and water services which rules and regulations shall be binding on all owners, occupants and users of such services and facilities.

15. **Enforcement of Rules and Regulations.** The City of Crown Point, Indiana, in addition to any and all other remedies available to it, at law or in equity, shall be entitled to enforce its rules and regulations and to collect its rates and charges by denying water or sewer service, or both, to any lot, and to any lot owner, or other obligated party, where there is a failure or refusal to pay for said services or a violation of any such rule or regulation.

16. **Connection Fee.** Connection into the water mains and the sanitary sewers of the City of Crown Point, Indiana shall not be made by any

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lot owner, occupant or other party without first obtaining written permission from said City to do so and paying said City its established fee for such tap-in or connection.

17. **No Vested Rights.** No lot owner, occupant or other user of water and sewer services, or either service, provided by the City of Crown Point, Indiana shall have any vested right in said services; and each such lot owner, occupant or other user expressly waives any cause, claim or right of action whatsoever against said City for injury or damage arising out of a failure to provide water or sewer service.

18. **Livestock and Poultry.** 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 provided that they are not kept, bred, or maintained for any commercial purpose.

19. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

20. **Architectural Control.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

21. **Construction Time.** All external work in the construction of any building, including landscaping, shall be completed within six months from date of issuance of building permit. An extension of this time limit may be granted for good reason by the architectural control committee through a written application to the architectural control committee from the builder or lot owner.

22. **Architectural Control Committee.** The architectural control committee is composed of the following members: Charles O. Sauerman, 11327 State Road 8, Crown Point, Indiana, and Walter H. Pfeil, 217 South Ridge Street, Crown Point, Indiana. The committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee or restore to it, any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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23. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

24. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

25. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

26. The undersigned owners of BRIARWOOD Subdivision, Unit III further declare, for the benefit of all persons purchasing lots, parts of lots, or parcels in said Briarwood Subdivision, Unit III, that all of said lots, parts of lots, and parcels in said subdivision shall be sold subject to the above and foregoing restrictions.

SAUERMAN ENTERPRISES, INC., an Indiana corporation,

Attest:
Margaret L. Sauerman
(Margaret L. Sauerman, as its Secretary)

By: *Charles O. Sauerman*
(Charles O. Sauerman, as its President)

STATE OF INDIANA, LAKE COUNTY, SS:

MAR 23 11 59 AM '70

Before me, the undersigned, a Notary Public, in and for said County and State, this 20th day of March, 1970, personally appeared the within named SAUERMAN ENTERPRISES, INC., an Indiana corporation of Lake County, Indiana, by Charles O. Sauerman, as its President, and attested by Margaret L. Sauerman, as its Secretary, as such officers and for and on behalf of said corporation pursuant to authority and direction of its Board of Directors, Grantor in the above conveyance, and acknowledged the execution of the same to be its voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: July 9th, 1973

Kenneth E. Knight
(Kenneth E. Knight) Notary Public