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R-33070
Jno. 59460

LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

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TURKEY CREEK SOUTH UNIT NO. 6
PROTECTIVE COVENANTS
Plat Book 40, page 104

CONDITIONS, COVENANTS, RESTRICTIONS, AND EASEMENTS AFFECTING PROPERTY
OF MEADOWLAND MANOR, INC., AN INDIANA CORPORATION

THIS DECLARATION, made this 15th day of April, 1970, by Meadowland Manor, Inc., an Indiana corporation, hereinafter called the Declarant,

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

NOW, THEREFORE, Meadowland Manor, Inc., an Indiana corporation, hereby declares that the real property described in referred to in Clause I hereof, is, and shall be, held transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

CLAUSE I

Property Subject To This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Lake, State of Indiana, and is more particularly described as follows:

TURKEY CREEK SOUTH UNIT NO. 6

DESCRIPTION

A part of the Northwest Quarter of Section 16, Township 35 North, Range 8 West of the Second P.M. in Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of the Northwest Quarter of said Section 16; thence Westerly along the South line of the Northwest Quarter of said Section 16, 1602.50 feet to the Southeast corner of Turkey Creek South Unit #5; thence along the South line of said Unit #5 North 89°19'05" West 350.04 Feet to a point; thence North 00°00'00" East 643.76 Feet to the point of beginning; thence continuing North 00°00'00" East 677.06 Feet to a point; thence North 90°00'00" East 336.00 Feet; thence South 00°00'00" West 665.92 Feet to a point; thence South 85°01'24" West 128.44 Feet; thence South 90°00'00" West 208.05 Feet to the point of beginning. Contains eighteen (18) lots numbered 262 thru 279 both inclusive and having an area ± 5.206 acres subject to legal highways.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

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The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

TURKEY CREEK SOUTH UNIT NO. 6

A. General Covenants, Conditions and Services

1. Land use and building type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot that does not meet the R-3 requirements of the Lake County, Indiana, zoning ordinance.

2. 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 hereinafter designated as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography, setback lines 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.

3. Dwelling quality and size. Each dwelling shall conform to the following minimum areas: The ground floor area of the main structure, exclusive of one (1) story open porches and garages shall not be less than eight hundred (800) square feet for a one (1) story dwelling, nor less than seven hundred twenty (720) square feet for a dwelling of more than one (1) story, nor less than eight hundred (800) square feet excluding any floor area below the first floor grade for split level houses.

3a. All garages, greenhouses, porches and other buildings shall be in conformity with the style and architecture of the residence to which the same are appurtenant. No tank or storage of fuel, not enclosed with a building shall be maintained above the surface of the ground.

3b. No dwelling shall be built on any lot at a cost of less than Ten Thousand (\$10,000.00) Dollars, based on present day costs.

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4. Building Locations. No building shall be located on any plot or lot nearer than minimum building setback lines which may be shown on the recorded plat, and in no case closer than twenty-five (25) feet to front lot line and twenty-five (25) feet to side street line. No building shall be so situated that they have less than a six (6) foot side yard line on an interior lot. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line, including easements. For the purposes of this covenant, eaves, steps and open porches shall not be considered as 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. Before construction shall start, a plot plan showing building location together with front, side and rear yard distances thereon shall be filed with an approval given by the Architectural Control Committee. The Architectural Control Committee described in Sub Section No. 2 above, shall, in all cases, have the right to say and determine which are the front, side and rear lines of any lot, and also the amount of setback from said lines necessary to conform to the requirements hereof, and the Committee's judgment and determination thereon shall be final and binding.

5. Lot Area and Width. No more than one dwelling shall be erected or placed on any lot or plot having a width of less than fifty-five (55) feet at the minimum setback line, except on corner lots where the frontage may be computed along the side street for the purpose of width requirements. No lot or plot may be resubdivided without permission of the Architectural Control Committee.

6. Easements. An easement is hereby granted to Illinois Bell Telephone Company, Northern Indiana Public Service Company, Meadowland Manor, Inc., and Turkey Creek Utility Corp., separately and severally as well as to their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace and maintain sewers, water mains, 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 dotted lines on the plat marked "Easements for Public Utilities," for the purpose of serving the public in general with storm sewer, sanitary sewer, water, gas, electric and telephone service, including the right to use the streets where necessary and to overhang lots with aerial service wires and arms to serve adjacent lots, together with the right to enter upon the said easements 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 building shall be placed on said easements, but same may be used for gardens, shrubs, landscaped and other purposes that do not interfere with the use of said easements. Owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

7. Sewage Treatment. An exclusive option and right is hereby granted to Turkey Creek Utility Corp., an Indiana corporation, or its assigns, for the purpose of constructing, installing, maintaining and operating a sewage treatment plant in, on, nearby, or adjacent thereto, any of the lands to be included in the entire subdivision of which UNIT NO. 6 is a part thereof. It is expressly given the right to include this UNIT NO. 6 in its franchise application for an indeterminate permit from the Public Service Commission of the State of Indiana.

No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the

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requirements, standards and recommendations of Lake County Health Department. Approval of such systems installed shall be obtained from Turkey Creek Utility Corp. before installing.

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8. Storm Water. No downspouts or other conduits receiving storm water or other water not containing sanitary sewage shall be connected with the sanitary sewers. All lots shall be so graded so that the surface waters shall be drained into streets or easements or other outlets other than sanitary sewers.

9. Sanitary Sewage. All sanitary sewage lines shall be connected into the sanitary sewers where provided and no other connections shall be allowed by any grantee other than those authorized by the proper official of the local public utility holding the franchise as stated herein. Prior to tapping into the sanitary sewers, a permit shall be obtained from the proper official of the sewage utility as named herein after payment of such charges, fees, or contributions in aid as may be required by the Public Service Commission of Indiana.

10. Nuisances. No obnoxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

11. Signs. No sign shall be erected upon any lot or plot which shall be illuminated in any manner, nor shall any sign be erected or placed upon any lot or plot which shall contain more than an area of one (1) square foot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or larger signs used by the builder to advertise the property during the construction and sales period.

12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporary or permanent.

14. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at observation between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

15. Fencing and Sidewalks. No fence but a living screen planting not over thirty-six (36) inches high shall be permitted between the front line and the building setback line. Fencing of rear yards or side yards over thirty-six (36) inches high shall not be erected until plans have been submitted to the Architectural Control Committee and approval had in accordance with Section 19, contained herein.

The grantee agrees to construct, maintain and keep free of snow and ice four (4) foot public walk along the front lot line of each lot at the time of construction of a building and before occupying same.

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16. 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.

17. Water Supply. No individual water supply system shall be permitted on any lot unless approved by the Turkey Creek Utility Corp., or its assigns.

18. 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, or left on any lot so as to be exposed to view or become a nuisance. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. Architectural Control Committee. There is hereby created an Architectural Control Committee whose duty shall be to examine and approve or disapprove all plans, specifications, elevations, surveys and plot plans in order to insure that said residence shall be built in compliance with the provisions of this indenture. No building shall be constructed or erected until such plans, specifications, elevations, including ground elevations, surveys and plot plans shall be approved by said Committee. The Committee's approval or disapproval, as required herein shall be in writing and no approval shall be unreasonably withheld. The Committee shall have the power to withhold approval until such guarantees shall be made as may reasonably be deemed necessary to insure that said residence or building will be built in compliance with such plans, specifications, elevations, surveys and plot plans. A copy of such plans specifications, elevations, surveys and plot plans shall remain on file with the Committee at all times. The Architectural Control Committee shall have the right to enter upon the premises at all reasonable times for the purpose of determining whether such plans, specifications, elevations and surveys are being or have been complied with. No changes or alterations shall be made in the exterior design of any building after the original construction thereof until written approval thereof has been given by the Architectural Control Committee. A majority of the Committee may designate a representative to act for it. In the event the Committee or its designated representative fails to approve or disapprove the said plans, specifications, elevations, surveys and plot plans within thirty (30) days after submission of same, said plans and specifications shall be deemed to have been fully complied with, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

The Architectural Control Committee shall consist of three (3) members who shall serve without compensation. In the event of death, inability to serve or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The First Architectural Control Committee shall be composed of Charles S. Lazerwitz, James A. Lazerwitz, and Joseph E. Finerty, all of 115 West Fifth Avenue, Gary, Indiana.

At such time as one half or more of the lots or parcels in said subdivision shall have been sold and buildings completely erected thereon, the then record owners may by majority vote designate in writing, upon a formal declaration duly acknowledged and recorded in the Office of the Recorder of Lake County, Indiana, a new Architectural Control Committee who shall serve in the manner herein designated for a period of two (2) years and continuously thereafter until their successors shall be named as aforesaid. A majority of said record owners shall have the power in like manner to withdraw from the committee or restore to it any of its powers and duties.

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20. ~~This Document is the property of the Lake County Recorder.~~ Paragraphs One (1), Eleven (11), and Fifteen (15) of the herein General Covenants shall exclude Meadowland Manor, Inc., from maintaining temporary sales or display areas together with adequate signs for advertising, directional signs, site fencing, play areas or other sales displays.

21. Enforcement. Enforcement of the provisions herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, conditions or restrictions either to refrain violation or to recover damages.

22. Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or order of Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

23. Grading. At the time of constructing a dwelling, each building site owner shall undertake to grade the front and rear yards of each lot, in accordance with established and recognized engineering practices in order that proper drainage shall be provided. In the event that dirt is removed as a result of construction of a driveway and/or garage, the dirt must be removed from the lot or used as terracing immediately adjacent to the house foundation only. All excess dirt must be hauled away, and no terracing shall be permitted that will interfere with surface drainage.

24. Storm Water. The owners of lots upon which there are easements for drainage channel carrying storm water shall not violate the established grades of such channels and shall be obligated to mow the vegetative cover in these channels.

25. Term. The above covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the building sites covered by those covenants, or restrictions, it is agreed to change such covenants, or restrictions, in whole or in part, Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the said Meadowland Manor, Inc., has caused this indenture to be signed and executed by its President and Secretary, respectively, this day and year first above written.

MEADOWLAND MANOR, INC.

STOP

BY: Joseph E. Finerty
Joseph E. Finerty, President

BY: Charles S. Lazerwitz
Charles S. Lazerwitz, Secretary



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Personally appeared before me, this 15th day of April, 1970, Joseph E. Finerty and Charles S. Lazerwitz, who acknowledged that as said President and Secretary, respectively, of Meadowland Manor, Inc., they have been authorized by the Board of Directors of said corporation to execute the above indenture and to record same in the office of the Recorder of Lake County, Indiana, and further acknowledged the execution of same as the act of said corporation and as their own free and voluntary act and deed.

Mary M. Janesik
Mary M. Janesik - Notary Public

My Commission Expires
8-17-70

This instrument is prepared by Joseph E. Finerty.