

MAIL TO THEODOROS, ANDERSON & TAUBER, P.C., 404 E. 86th Avenue
Merrillville, IN 46410

645683

PLEASANT ACRES ADDITION
TOWN OF HIGHLAND
LAKE COUNTY, INDIANA

DECLARATION of protective covenants made this
29th day of September, 1981, by CALUMET NATIONAL BANK,
a national banking institution, as Trustee under the terms
and conditions of that certain written instrument and declaration
of trust dated November 16, 1979, and identified as
Trust No. P-2544.

WITNESSETH THAT:

WHEREAS, Declarant is the owner of real property
described in Clause I of this Declaration, and is desirous
of subjecting said real estate to the conditions, covenants,
options, restrictions, reservations, undertakings, agreements
and easements hereinafter set forth (sometimes hereinafter
collectively referred to as "Covenants"), each and all of
which is and are binding upon the property so designated and
each owner thereof and every other party having any interest
therein, and shall inure to the benefit of and pass with
said property, and each and every parcel thereof.

NOW, THEREFORE, Declarant hereby declares that the
real property described in and referred to in Paragraph 1
of Clause I hereof, is, and shall be, held, transferred, sold,
conveyed, used and occupied subject to the covenants.

CLAUSE I
PROPERTY SUBJECT TO AND BENEFITING FROM THIS DECLARATION

1. THIS SUBDIVISION. The real property which is,
and shall be, held, transferred, sold, conveyed, used and

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
SEP 30 9 35 AM '81
WILLIAM BIELSKI JR
RECORDER

Trustee's exculpatory language attached hereto and made a part hereof.
For Plat and Plat book of Page 51/105
Doc # 576466

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occupied subject to the Covenants (hereinafter referred to as "This Subdivision"), and is commonly known as Pleasant Acres Addition, in the Town of Highland, Lake County, Indiana, is located in Lake County, and is more particularly described as follows, to-wit:

Being a subdivision of a part of the East 264 feet of the Northeast Quarter of the Northwest Quarter and a part of the West 165 feet of the Northwest Quarter of the Northeast Quarter of Section 27, Township 36 North, Range 9 West of the 2nd Principal Meridian, described as beginning at the Southeast corner of said Northeast Quarter of the Northwest Quarter thence North $0^{\circ}-08'-27''$ East along the East line of said Northeast Quarter of the Northwest Quarter a distance of 150.0 feet; thence North $89^{\circ}-24'00''$ West along a line parallel with the South line of said Northeast Quarter of the Northwest Quarter a distance of 186.0 feet; thence North $0^{\circ}-08'-27''$ East a distance of 170.0 feet; thence North $89^{\circ}-24'-00''$ West a distance of 78.0 feet; thence North $0^{\circ}-08'-27''$ East a distance of 1002.48 feet to a point on the North line of said Northeast Quarter of the Northwest Quarter; thence South $89^{\circ}-23'-33''$ East along said North line a distance of 264.0 feet to the Northeast corner of said Northeast Quarter of the Northwest Quarter; thence South $0^{\circ}-08'-27''$ West along the East line of said Northeast Quarter of the Northwest Quarter a distance of 150.44 feet; thence South $89^{\circ}-24'-00''$ East a distance of 30.0 feet; thence South $0^{\circ}-08'-27''$ West a distance of 64.32 feet; thence South $89^{\circ}-38'-33''$ East a distance of 135.0 feet; thence South $0^{\circ}-08'-27''$ West a distance of 1108.25 feet to a point on the South line of the Northwest Quarter of the Northeast Quarter of said Section 27; thence North $89^{\circ}-24'-00''$ West along said South line a distance of 165.0 feet to a point of beginning, all in the Town of Highland, Lake County, Indiana, containing 11.0421 acres, more or less,

a subdivision plat of which is or is intended to be recorded in the Office of the Recorder of Deeds of Lake County, Crown Point, Indiana.

2. PROPERTY BENEFITED. The Covenants shall be for the benefit of all of the above-described land in This Subdivision.

3. LIMITED AREA. The obligations set forth in the Covenants shall be binding only upon the above-described land in This Subdivision. However, the Declarant specifically

7. APPROVAL OF PLANS. For the purpose of further insuring the development of the land so platted as an area of high standards, no buildings shall be erected, placed, commenced, altered, or maintained on any building plot in This Subdivision until the building plans, specifications, and plot plans showing the location of such building have been submitted to and approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location of the building with respect to topography and finished ground elevation by any three (3) developers of Pleasant Acres Addition to the Town of Highland, namely, Anthony Scheeringa, Dick G. Kuiper, Harold W. Zeilenga, Wayne A. Scheeringa, Norman R. Zuidema, and John W. Terpstra. Whether or not provisions thereof are specifically stated in any conveyance of a lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless the plans and specifications therefor and plot plan have been approved in writing by any three (3) developers of Pleasant Acres Addition to the Town of Highland as hereinabove set forth. Such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. Refusal of approval of plans and specifications by said developers may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the developers shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the developers shall fail to approve or disapprove the plans and specifications within sixty (60) days after written request thereof, then

such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained. A copy of the plans and specifications shall remain on file with the Secretary of Pleasant Acres, Inc.

8. EFFECT OF BECOMING AN OWNER. The owners of a lot subject to these restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of the Declarant with respect to these restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such owners covenant, agree, and consent to and with the Declarant, and to and with the owners and subsequent owners of each of the lots affected by these restrictions to keep, observe, comply with and perform such restrictions and agreements.

9. TITLES. The titles preceding the various paragraphs and subparagraphs of the restrictions are for convenience of reference only, and one of them shall be used as an aid to the construction of any provision of the restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

10. DEVIATIONS BY AGREEMENT WITH DECLARANT.

Declarant hereby reserves the right to enter into agreements with grantee of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property), to deviate from any or all of the covenants set forth in this Clause IV, provided Declarant shall in its sole discretion determine that there are causes, difficulties, or hardships evidenced by the grantee to warrant such deviation, and no such deviation (which shall be evidenced by an agreement in writing executed and acknowledged by Declarant and the grantee of the affected lot or lots and recorded in the Office of the Recorder of Deeds of Lake County, Indiana), shall constitute a waiver of any such covenant as to the remaining real property in This Subdivision nor shall same constitute a violation of a covenant.

11. DURATION. The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 2001, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then owners of a majority of the lots.

12. SEVERABILITY. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions 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 any other one of the restrictions.

13. REMEDIES.

A. The Declarant or any party to whose benefit these restrictions inure, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these restrictions, to recover damages or both, but the Declarant shall not be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of the restrictions.

B. 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 restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) of any right available to him upon the occurrence, recurrence or continuation of such violation or violations of the restrictions.

14. MISCELLANEOUS.

A. Declarant reserves the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Lake County, Indiana, and Declarant shall thereupon be relieved and discharged from all such duties so assigned.

B. Each owner of a lot in This Subdivision shall file with the correct mailing address of such owner with the Declarant and shall notify Declarant promptly in

writing of any subsequent change of address. A written or printed notice deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed and attested as of the day and year first above-written.

CALUMET NATIONAL BANK, as Trustee under the Trust Agreement dated November 16, 1979, and identified as Trust No. P-2544, and not individually

By: Cletus F. Epple
~~Vice-President~~ Trust Officer
Cletus F. Epple

Attest:

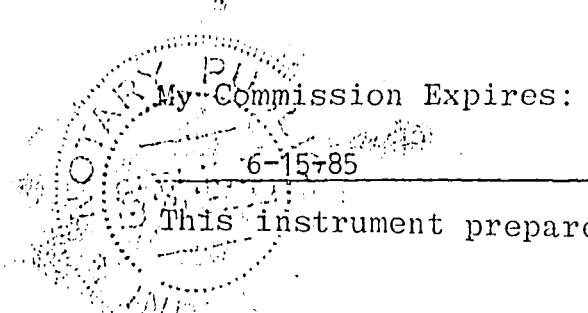
Helen A. Ahlborn
Helen A. Ahlborn
Vice-President & Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Cletus F. Epple, as Trust Officer, and Helen A. Ahlborn, as Vice-President & Trust Officer, of Calumet National Bank, as Trustee, and acknowledged the execution of the foregoing instrument as their voluntary acts and deeds for the purpose herein expressed.

Witness my hand and notarial seal this 29th day of September, 1981.

Margaret Evano
Notary Public Margaret Evano



County of Residence: Lake

This instrument prepared by: Rhett L. Tauber, Attorney at Law
404 E. 86th Avenue
Merrillville, IN 46410

Executed and delivered by the Calumet National Bank; not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

reserves unto itself the right and privilege to annex to the subdivision additional residential property and common area.

CLAUSE II
GENERAL PURPOSES OF THIS DECLARATION

This Subdivision is subjected to the Covenants to insure proper use and appropriate development and improvement of This Subdivision and every part thereof; to protect each and every owner of any part of This Subdivision against such use of lots in This Subdivision as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of This Subdivision and the use and enjoyment of property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a type and quality of improvement in This Subdivision consonant with the Covenants. It is the intention and purpose of these Covenants to assure that all dwellings in This Subdivision shall be of a quality of design, workmanship, and materials.

CLAUSE III
DEFINITIONS

BASEMENT. That portion of the interior area of a building having its floor area below grade and having more than half its floor-to-ceiling height below grade. For purposes hereof, grade shall be the average level of the ground contiguous to the building front.

[REDACTED]

BUILDING. Any structure having a roof, supported by columns or by walls or other means, or other structure intended or used for the shelter, housing, or enclosure of any person, animal, or chattel.

DECLARANT. Calumet National Bank, a national banking institution, as Trustee under the terms and conditions of that certain written agreement and declaration of trust dated November 16, 1979, and identified as Trust No. P-2544, or any successor Trustee thereunder.

DWELLINGS. A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes, mobile homes, or trailers.

LOT. A parcel of land in This Subdivision, under common fee ownership, which may or may not coincide with a lot of record, occupied by or intended for occupancy by one dwelling and having frontage upon a street.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes through front, side, and rear lot lines.

LOT LINE, FRONT. The boundary line of a lot which is along a dedicated street line.

LOT LINE, SIDE. Any boundary of a lot which is not a front or rear lot line.

LOT LINE, REAR. The linear boundary of a lot which is most distant from the front lot line.

[REDACTED]

STRUCTURE. Any stationery object erected, constructed or placed on the property or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate structure.

CLAUSE IV
GENERAL RESTRICTIONS

1. PRIVATE RESIDENCE ONLY. No building whatsoever except a private dwelling house with the necessary outbuildings shall be erected, placed, or permitted on the conveyed premises or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private residence only. All dwellings shall have as a minimum an attached two (2) car garage.

2. DWELLING QUALITY AND SIZE. Any dwelling erected upon a lot shall be constructed in accordance with the applicable governmental building and zoning codes, and the area inside the foundation walls or footings of the dwelling exclusive of attached garages, open terraces, porches, and breezeways, shall be:

A. All one (1) story dwellings with basements shall have a minimum first floor area of 1700 square feet.

B. All one and one-half (1-1/2) story dwellings with basements shall have a minimum first floor area of 1500 square feet.

C. All bi-level and tri-level dwellings shall

have a minimum first floor area of 1600 square feet, not including the lower levels of said structures. The lower levels on any tri-level must be finished.

D. All quad-level dwellings (4 level split residential structures), shall have a minimum first floor area of 1500 square feet, not including the lower levels of said structures. The third level on said quad-levels must be finished.

E. All two (2) story dwellings with basements shall have a minimum total floor area of 2200 square feet.

F. All dwellings without a basement, or on a concrete slab, shall have a minimum first floor area of 2200 square feet. This restriction does not pertain to tri-level or bi-level dwellings where a portion of the dwelling may not have a full basement.

All dwellings shall be constructed of seventy-five per cent (75%) masonry on the first floor. All chimneys, including fireplace chimneys, constructed on said dwellings shall be of a masonry construction. All metal outbuildings are prohibited.

3. SETBACK LINES. No building or any part thereof, including garages and porches, shall be erected on any lot nearer to the front lot line or side lot line than the minimum setback shown on the recorded plat of subdivision of This Subdivision. If there is no indication on the plat of subdivision of the minimum front or side setback lines, the following setback lines shall be deemed applicable to the extent not shown:

A. Front Setback - Thirty feet (30') from the front lot line and each side lot line adjacent to a street.

B. Side Yards - Seven feet (7') from the side lot line.

C. Rear Setback - Twenty feet (20') from the rear lot line.

Notwithstanding anything to the contrary herein, the Declarant shall have the right to permit reasonable modifications of the setback requirements wherein the discretion of the Declarant, strict enforcements of the setback provisions would work a hardship.

4. DRIVEWAYS. Access driveways and other paved areas for vehicular use on a lot shall have a compacted gravel, crushed stone or other approved base material, and shall have wearing surface of asphalt, concrete, or the equivalent thereof.

5. EASEMENTS. Declarant hereby declares, grants, and reserves the following easements in This Subdivision for the benefit of each and all of the lots, parcels, and lands located in This Subdivision:

A. Over the portion of This Subdivision delineated by dotted lines on the plat of subdivision and designated "Utility Easement, an easement is hereby granted to the Town of Highland, Indiana, Bell Telephone Company and the Northern Indiana Public Service Company, severally and their respective successors and assigns, to install, lay, erect, construct,

renew, operate, replace and maintain sewers, water mains, gas mains, conduits, poles and wires, either overhead or underground with all necessary braces, guys, anchors and other appliances in, upon, along and over the strips of land designated by dotted lines on the plat and marked "Utility Easement" for the purpose of serving the public in general with sewer, water, gas, electric, and telephone service, including the right to use the streets where necessary and to overhang lots with service wires to serve adjacent lots, together with the right to enter upon 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 building 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.

Declarant reserves the right: (a) to modify, and expand the foregoing easements, provided that no substantial damage shall be done to existing structures and other improvements as a result thereof; (b) execute and record documentation confirming and defining the rights of any third person maintaining facilities in easement areas, and (c) to assign its rights hereunder, all of which acts shall be binding upon each lot in This Subdivision.

6. PROHIBITIONS. The following activities and uses are prohibited on all lots and in all buildings and structures located in This Subdivision:

A. No gainful occupation or profession, or other non-residential use, shall be conducted.

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

C. No horses, cattle, swine, goats, poultry, fowl, or other livestock shall be kept or maintained on any lot.

D. No burning of refuse shall be permitted other than in proper facilities therefore maintained in or as a part of the dwelling, except that the burning of leaves is permitted as or if allowed by applicable laws and regulations.

E. No garage, driveway, or parking area which may be in front or adjacent to or part of any lot may be used as a habitual parking place for commercial vehicles. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of commercial vehicles or boats, mobile homes, or trailers. The term commercial vehicles shall include all trucks, boats, mobile homes, or trailers, and other vehicular equipment which shall bear names or have printed on the side of same, reference to any commercial undertaking or enterprise. (The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance in violation of subparagraph B of this paragraph 6).

F. No signs or advertisements shall be displayed or placed on any lot or structures in This Subdivision.

G. No building previously constructed elsewhere shall be moved upon any lot in This Subdivision.

H. All fuel tanks shall either be buried outside of the dwelling or placed inside the basement.

I. No undomesticated animal or any other animal having unusually vicious propensities shall be kept or maintained.

J. No plants or seeds, or other things or condition, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained.

K. No trailer, basement, tent, shack, garage, shed, barn, or other outbuilding erected in This Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

L. No rubbish, trash, garbage, or other waste materials shall be kept or permitted in any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

M. No residence or structure of any kind of what is commonly known as "box" or "sheet metal" construction shall be built on any of the lots in said subdivision.