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Jaw 267754
Kuehl Development Co
1006-165th St
Hammond, Ind
46324

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SAVANNAH RIDGE UNIT 4
LAKE COUNTY, INDIANA CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

DECLARATION of protective covenants made this 4th day of March, 1982, by FIRST NATIONAL BANK, VALPARAISO as Trustee under Trust Agreement dated August 31, 1977 and known as Trust No: 2392.

WITNESSETH:

WHEREAS, Declarant is purchasing the real estate on contract described in Exhibit "A", attached hereto and made a part hereof and is the owner of real property described in Clause I of this Declaration, and is desirous of subjecting a portion of said real property to the conditions, covenants, options, restrictions, reservations, undertakings, agreements and easements hereinafter set forth (sometime 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 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 occupied subject to the Covenants (herein referred to as "This Subdivision") and is commonly known as Savannah Ridge Unit 4, in the Town of Merrillville, Lake County, Indiana is located in Lake County, Indiana, and is more particularly described as follows, to-wit:

DESCRIPTION:

Part of the SE 1/4 of Section 17, T 35 N, R 8 W of the 2nd P.M., Lake County, Indiana, lying West of and adjacent to Savannah Ridge Units 1 and 2, describe as beginning at the Northwest corner of said Unit 1; thence S 00°-24'-04"E along the West line of said Unit 1, 465.06 feet; thence S 04°-52'-36" E along said West line, 60.23 feet; thence S 00°-24'-04" E along the West line of said Units 1 and 2, 825.00 feet; thence S 89°-35'-56" W, 125.00 feet, thence N 00°-24'-04" W, parallel with the West line of said Units 1 and 2, 885.88 feet; thence East, 20.00 feet; thence N 00°-24'-04" W, parallel with the West line of said Unit 1, 465.06 feet to the North line of said SE 1/4; thence East along said North line, 100.00 feet to the point of beginning, containing 3.61 acres, more or less.

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

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

FILED

MAR 26 1982

1095
13.00

James O. ...
AUDITOR LAKE COUNTY

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAR 29 1 22 PM '82
WILLIAM BILSTEN JR
RECORDER

3. WAIVER. Any owner of land located in This Subdivision (including but not limited to Declarant) may waive in whole or in part the benefits of the Covenants. If such waiver is by a document duly executed by said owner, acknowledged and recorded with the Recorder of Deeds of Lake County, Indiana, the same shall permanently waive the benefits of the Covenants for the benefit of the property which such owner owns, and shall be binding upon said owner and his successors and assigns.

4. 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 reserves unto itself the right and privilege, prior to the recording of the plat by the Declarant of a particular lot or tract within the Development as shown on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate.

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. "Association" shall mean the Savannah Ridge Property Owners Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in paragraph 8 of this Declaration.

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.

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.

BUILDING ACCESSORY. A subordinate Building or portion of a principal Building, the use of which is incidental to that of the principal Building on a Lot.

BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip, or gambrel roof, or to the mean level of any other vertical parts of any other structure. Chimneys and ordinary and customary ornamental architectural projections shall not be included in calculating Building Height.

CELLAR. That portion of the interior area of a Building having its floor area below grade and having half or more than half of its clear floor-to-ceiling height contiguous to the Building front.

DECLARANT. First National Bank, Valparaiso, as Trustee, under Trust Agreement dated August 31, 1977, and known as Trust No. 2392, 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. On corner lots, the owner may select either street lot line as the Front Lot 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.

STORY. That portion of the interior of a Building included between the surface of the ground or any floor and the surface of existing or extended plane of the floor next above; or if there is no floor above, the space between the floor and the surface of existing or extended plane of the ceiling next above. A basement shall be counted as a Story and a Cellar shall not be counted as a Story.

STORY, HALF. A space under a sloping roof which has the line of interesection of roof decking and exterior wall not more that 3 feet above the top floor level, and in which space not more that 60 percent of the floor area is improved for principal or accessory use.

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. LAND USE AND BUILDING TYPE. Each Lot shall be used, if at all, as a site for a Dwelling for private residence purposes only, and a private garage containing no more than four parking spaces for the sole use of the owners or occupants of the Dwelling. Said garages shall not be used for rental purposes.

2. BUILDING HEIGHT. No Dwelling shall be erected, altered, or placed on a Lot shall contain more than two and one-half stories, nor shall any such Dwelling have a Building Height in excess of 30 feet. No Accessory Building or Structure shall have a Building Height in excess of 17 feet.

3. DWELLING COST, QUALITY AND SIZE: No Dwelling shall be permitted on any lot costing less than \$45,000.00, exclusive of lot and landscaping, nor have an appraised value of less than \$50,000.00, including lot and landscaping, based upon cost levels and appraised values prevailing on the date these covenants are recorded. 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, carports, open terraces, porches, and breezeways, shall be:

- A. For one-story and split level (lower level not included) Dwellings - not less than 1000 square feet.
- B. For Dwelling of more than one-story - not less than 800 square feet, and the total living area in the Dwelling shall be not less than 1600 square feet.

All excess material that is to be removed from any lot by reason of construction purposes or other purposes shall not be removed from the subdivision. All such surplus material shall be used for fill purposes on any lot or lots within the subdivision whose existing grades are lower than the adjacent top of street curb as determined by the Subdivider. Said surplus material shall be so deposited at the lots(s) owenr's expense.

- A. Front Set Back - 30 feet from the Front Lot Line and each Side Lot Line adjacent to a street.
- B. Side Yards - 6 feet from the Side Lot Line and provided that the Review Committee may authorize lesser setbacks in its discretion.
- C. Rear Set Back - 20 feet from rear lot line.

5. 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.

6. 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 Merrillville, all public utility companies including Indiana Bell Telephone Company and Northern Indiana Public Service Company, Gary Hobar Water Company, Independence Hill Conservancy District, severally, and private utility companies where they have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place 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 strips of land designated on the plat and marked "Utility Easement", for 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 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.

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.

7. 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 livestock or poultry shall be kept or maintained.
- D. No burning or 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, carport, 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 signs 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 7).
- F. No signs or advertisement shall be displayed or placed on any lot or structures in the Development.
- G. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development.
- H. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained.
- I. No plants, or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained.

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

FIRST NATIONAL BANK, Valparaiso,
As Trustee under Trust Agreement
dated August 31, 1977 and known
as Trust No. 2392.

By: Robert B. Brown
Vice President & Trust
Officer
Robert B. Brown
Attest:

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

Before me, the undersigned Notary Public, in and for the County and State personally, appeared ROBERT P. BROWN, as VICE PRESIDENT & TRUST OFFICER of First National Bank, Valparaiso, as Trustee and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the purpose herein expressed.

Witness my hand and Notary Seal this 15th day of March, 1982.

Therese M. Bruszewski
Notary Public

NOTARY PUBLIC
THERESE M. BRUSZEWSKI
My Commission Expires: 1/20/83
Residence of Porter County

My Commission Expires:

County of Residence:

This instrument prepared by: Clarence H. Harney
Attorney At Law
30 Memorial Drive
Calumet City, Illinois 60409
Phone: 862-6755

Return to: RUETH DEVELOPMENT COMPANY
1006 - 165th Street
Hammond, Indiana 46324