

Let to: *Vasil Demovski*
6667 S. 83rd Ave.
Central West, Syracuse
46307
800827 FIRST REVISION
OF

FILED

RESTRICTIVE COVENANTS OF GRAND HEIGHTS SUBDIVISION APR 26 1985

The undersigned, owners of Grand Heights *Subdivision* on as shown in Plat Book 51, page 65, Lake County, Indiana *AUDITOR LAKE COUNTY* hereby cause following restrictive covenants to be incorporated as a part of said Subdivision, all of the provisions of which shall be binding upon all owners, both present and future, their heirs, devisees, legatees and persons conveying or taking title to any lot within such subdivision shall convey and accept such title, subject to the restrictions as to use and all covenants running with land as follows:

All lots in said subdivision shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said subdivision without being written therein. The provisions herein contained are for the mutual benefits and protection of the owners, present or future, of any and all lots in said subdivision, and they shall run with the land and shall inure to the benefit of and be enforceable by the owner or owners of any lots included in said subdivision, their respective legal representatives, heirs, successors, grantees, and assigns. The owner or the owners, present and future, of any lot included in said subdivision shall be entitled to injunctive relief against any violation, or attempted violation of the provisions hereof, and also damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation.

1. No lot shall be used for other than single family residential purposes. One single family dwelling not to exceed two and one half stories in height, and private attached garage for not more than three vehicles. No fencing of any type or material shall be built on any lot, except with the approval of eighty (80) percent of the lot owners with this subdivision.

2. No building shall be located on any lot nearer to the front line, or nearer to the minimum building set back lines shown on the recorded plat. No building shall be located to any side lot line less than ten feet. For the purposes of this covenant open steps or terraces, an enclosed porches not exceeding one story in height, shall not be considered as a part of the building.

3. The living area of every dwelling constructed on any lot in said subdivision (said area to be computed by excluding areas of garages and unenclosed porches, arcades, patios, breezeways and similar structures) shall not be less than:

(a) A minimum of 1600 square feet of living area for ranch style dwellings on the main level. This style of home must have a two car garage attached.

704

STATE OF INDIANA / S.S. NO. 1153
APR 25 11 53 AM '85
RECORDED
RECORDS
CLERK
DAY

(b) A minimum of 1000 square feet living area of upper living area on all bi-level dwellings with a two car garage attached.

(c) All bi-level dwellings with a garage under the living area shall have a minimum of 1000 square feet living area.

(d) All tri-level dwellings shall have a minimum of 1800 square feet living area. Said dwellings shall also have an attached two car garage.

(e) A minimum of 1800 square feet of living area for all two story dwellings. The two story dwellings shall also have an attached two car garage.

(f) All styles dwellings shall have minimum 30% front of bricks.

4. (g) No noxious or offensive activity shall be carried on upon any lot, nor shall anything done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No person shall engage or conduct any trade, business or profession in any structure located on any lot in these subdivision.

5.-Easements for the installation and maintenance of public utilities and drainage facilities in, over, on and under lots in said subdivision are reserved as shown on the plat.

6.-No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that domestic dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or become an annoyance or nuisance to the neighborhood.

7.-Construction grading on any lot shall be done in a manner which would not cause storm water drainage onto another owners lot. However, this restriction shall not be construed to affect the right of natural surface drainage over other lots in the subdivision that is vested in each lot owner by reason of terrain structure in the subdivision. Filling or hauling in of any solid fill will not be permitted except for that fill required around dwelling foundation, driveway, and sidewalk cushion.

8.-No trailer of any kind, garage, barn shack, outbuilding, basement or incompleated dwelling shall be used either temporarily or permanently as a dwelling or residence. Any building started shall be completely enclosed, painted and lawn graded and seeded within one year from the date of breaking ground.

9.-Fuel tanks of any kind not be permitted unless the local utility decrees that natural gas and electric service will no longer provided to the subdivision. All lots shall use the natural gas and electric service as provided within the subdivision. 12.-

10.-The owner or owners of any house shall have the obligation to keep said lot mowed and free from any debris not connected with normal construction or dwelling.

11.-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 80% of the then owners of the lot has been recorded, agreeing to change said covenants in part, provided however, that such agreement shall only be effective if made and recorded one year prior to the effective date of such change.

O W N E R S:

Matt Gagoff	<u>Matt Gagoff</u>	Vasil Dimovski	<u>Vasil Dimovski</u>
Lenka Gagoff	<u>Lenka Gagoff</u>	Sofija Dimovska	<u>Sofija Dimovska</u>
Norman Kurtis	<u>Norman Kurtis</u>	Steve Jasnic	<u>Steve Jasnic</u>
Voskre Kurtis	<u>Voskre Kurtis</u>	Evonne Jasnic	<u>Evonne Jasnic</u>