

DECLARATIONS OF PROTECTIVE COVENANTS FOR COUNTRY COMMONS SUBDIVISION PROVIDING:

PART A. PREAMBLE 954242

The undersigned, as trustee for Calumet National Bank, Trust P3377 for owner of the real estate shown and described hereon, does hereby certify that it has laid off, platted, and subdivided said real estate in accordance with the plat hereto attached.

This subdivision shall be known as Rita's Addition to the Town of Schererville, Lake County, Indiana, Unit #2. recorded in Plat Book 62, Page 46, in the Recorder's Office of Lake County Indiana, and all previously recorded revisions.

All streets proposed to be, but not heretofore dedicated, and shown on the attached subdivision plat, are hereby dedicated to the public. Front and side yard building setback lines are hereby established as shown on this plat; between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all time to the easements herein reserved and to the approval authority hereby vested in the Board of Trustees. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

The right to enforce said covenants and agreements by restraining order or injunction is hereby dedicated to the Town of Schererville, Indiana.

FILED

DEC 14 1987

STATE OF INDIANA/S.S. LAKE COUNTY RECORDER

CHICAGO TITLE INSURANCE CO. ILLIAN BLASTICK L.C. RECORDER

PART B RESIDENTIAL AREA COVENANTS

B-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 other than one new detached single family dwelling not to exceed ordinance provisions in height from grade line to a point half way between the ridge and eave lines in case of a gable or hip roof or to the deck line in case of a flat roof and an attached private garage for not more than three cars. Driveways shall be of concrete or masonry materials. Alternate must be approved in writing by architectural committee.

B-2 Architectural Controls

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 structure and materials, harmony of external design with existing structures.

No fence or walls shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line (30 feet) unless similarly approved. Approval shall be as provided in Part C.

B-3 Dwelling - Quality and Size

No building shall be permitted on any lot unless at least 40% of the front elevation is faced with brick, stone or other material approved by the architectural control committee in writing. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches, and garages, shall be in accordance with provisions of R1 zoning ordinance then in effect in Town of Schererville and approved by the architectural control committee.

B-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 the recorded distance footage to any side street line if the building faces the side street. No building shall be located nearer than 5 feet to any interior lot line except that where two garages adjoin on a common lot line, a minimum side yard of 3 feet will be permitted at the garage lines. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line and no garage and or other permitted accessory building shall occupy more than thirty (30) percent of the rear yard area, and such buildings shall not encroach on the easements provided in B-6 hereof. Whereas approved by the architectural control committee as provided in part C. Town of Schererville Building and Zoning codes shall prevail in conflicts.

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.

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B-5 Recreational Vehicles

No recreational vehicles, boats, travel trailers, campers, snowmobiles, etc. may be stored forward of the building line as shown on the plat of subdivision, and all permanent such storage shall be approved by the architectural control committee.

B-6 Easements

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front and rear footages noted for each lot.

EASEMENT PROVISIONS

An easement for serving the subdivision and other property with electric and communications service is hereby reserved for and granted to:

Northern Indiana Public Service Company

and

Indiana Bell Telephone Company, Grantees,

their respective successors and assigns, jointly and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals, in, over, under, across, along and upon the surface of the property shown within the dotted lines on the plat for streets marked "Easement", and the property designated on the plat for streets and alleys, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon or over the property within the dotted lines marked "Easement" without the prior written consent of the grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

B-7 Nuisances

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

B-8 Temporary Structures

No structure of 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.

B-9 Signs

No sign of any kind shall be displayed to the public view on any lot except professional signs of not more than one square foot or signs used by a builder or the developer and decorative signs by the developer to identify the subdivision parks or special areas or to advertise the property during the construction and sales period.

B-10 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.

B-11 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, well screened by planting or other means from the street.

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

B-12 Sight Distance at Intersection

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a drive way pavement.

B-13 Deed Restrictions

Each deed of conveyance of any of the lots in the residential area shall contain the following restrictions:

(a) "It is hereby covenanted and agreed by and between the parties hereto, and it is part of the consideration of this deed, that the grantee shall begin construction of the dwelling to be placed upon the premises within one year from the date of this deed: and if grantee fails to begin construction within said period, the grantee will on written demand from the grantor and tender to grantee of the purchase price, reconvey the premises to the grantor free and clear of all liens and encumbrances. If grantee fails to convey within 30 days from the date of receipt of said written demand, then and in that event, the real estate shall revert to the grantor, its successors, or assigns, and the grantor, its successors, or assigns, shall have the right or re-entry to take immediate, full, and complete possession thereof."

(b) "It is hereby further covenanted and agreed by and between the parties hereto, and it is a part of the consideration of this deed, that the grantee shall complete the dwelling to be placed on the premises within two years from the date of this deed; and if grantee fails to complete the construction of said dwelling within said period, the grantee will on written demand from the grantor and tender to the grantee of the purchase price and reasonable value of improvements, if any, placed on the premises by the grantee, reconvey the premises to grantor free and clear of all liens and encumbrances. The reasonable value of improvements shall be determined solely by the Architectural Control Committee referred to in Part C of these restrictions. If grantee fails to reconvey within 30 days from the receipt of said demand then and in that event, the real estate together with the partially completed improvements thereon shall revert to the grantor, its successors or assigns, and that the grantor, its successors or assigns, shall have the right of re-entry to take immediate, full, and complete possession thereof. Any time lost by strike, war, civil commotion, act of God, shall be added to the above specified time of completion."

(c) "There is hereby expressly reserved to the grantor, its successors, or assigns, the right of first refusal to repurchase said real estate with any improvements thereon at any time within 10 years from the date of this deed for a fair market value as determined by a panel of three certified public appraisers, one of whom shall be selected by the buyer, one by trustee for owner, and one by the two appraisers so appointed."

Part C ARCHITECTURAL CONTROL COMMITTEE

C-1 Membership

The architectural control committee is composed of:

Clyde D. Sana - 776 Exmoor Road - Olympia Fields, Illinois 60461
(name and address)

Lorraine A. Sana - 776 Exmoor Road - Olympia Fields, Illinois 60461
(name and address)

Dean D. Sana - 776 Exmoor Road - Olympia Fields, Illinois 60461
(name and address)

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor.

(C-2) Procedure

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 with 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 relative covenant shall be deemed to have been fully complied with.

Attest

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the Architectural Committee and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Dated: 12-8-87

Calumet National Bank of Indiana as Trustee under Trust # P-3377 and not personally

Attest: Helen A. Ahlborn
Helen A. Ahlborn
Vice President and
Trust Officer

Howard S. Fine
Howard S. Fine
Trust Officer

STATE OF INDIANA) SS
COUNTY OF LAKE)

Before me, the undersigned Notary Public, in and for the County and State aforesaid, personally appeared Howard S. Fine and Helen A. Ahlborn, personally known to me to be the same persons who signed the attached certificate as Vice President and Trust Officers, and acknowledge to me that they executed the same as their free acts and deeds.

Witness my hand and Notarial Seal this 8th day of December 1987, A.D.

My Commission expires 7/19/88
County of Residence Lake

Joyce M. Kennedy
Notary Public
Joyce M. Kennedy