

Return to: Hillbrich, Carmingham & Schwend
2637-45th St.
Highland, IN 46322

934560

DECLARATION OF RESTRICTIVE COVENANT

973236



WHEREAS, Bank One, as Trustee of Trust No. 11-6308 under Trust Agreement and Declaration of Trust dated January 23, 1986, is the owner in fee of the following described real estate, to-wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, said Trustee does by these presents establish a subdivision plan for the improvement and development of said land, and does hereby establish the covenants, restrictions, reservations and conditions upon which and subject to which all lots, and portions of such lots shall be improved or sold by it as owner thereof. Each and every one of these covenants, restrictions and conditions is and all are for the benefit of each owner of land in such subdivision of any interest therein, and shall inure to and pass with each and every parcel of such subdivision, shall bind the respective successors in interest of the present owner thereof; and,

NOW, THEREFORE, the following covenants, restrictions, reservations and conditions shall be construed as restrictive covenants running with the title to such lots and with each and every part thereof, to-wit:

1. Residential Use. Such lots, and each and every one thereof shall be used for single family residential purposes only. No improvement or structure other than one new, stick-built private dwelling house with customary accessory buildings may be placed or maintained on any lot. This provision specifically excludes "manufactured homes" as the same are defined or used in the context of Indiana Statute I.C. 36-7-4-1106, but does not exclude some prefabrication where appropriate and as approved by the architectural committee herein established.

2. Building Requirements. Any one story dwelling house so erected shall contain less than 1,120 square feet of ground living space exclusive of attached garage, porches, breezeways, overhangs and utility space. Two story structures shall contain not less than 960 square feet of first floor living space, exclusive as above. Structures contained 1 1/2 stories or of the multi-level variety shall contain square footages proportionate and congruous to the above minimums as determined and approved by architectural committee hereinafter established.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

APR 19 11 31 AM '88

WILLIAM A. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307

TICOR TITLE INSURANCE
Crown Point, Indiana

WILLIAM BLASTICK
I.C. RECORDER

APR 25 8 59 AM '88

137100-87-26

This instrument is re-recorded for the sole purpose of correcting a scrivener's error by substituting the word "No" for the word "Any" is the first word in the first sentence of paragraph 2. Building Requirements.

Handwritten initials and date: 3/3/88

3. Building, Location and Grading Requirements. Front and side yard setback requirements are hereby established as shown on the plat of subdivision between which lines and their corresponding property lines, no building or other structure may be placed. In any case, no building shall be located on any lot nearer than 30 feet to the front building line and nearer than 7 1/2 feet to any interior lot line. No fence or wall shall be placed on any lot nearer to any street than the minimum setback line. Such structures properly placed shall not exceed 6 feet in height. All front yards shall maintain two (2%) percent minimum and five (5%) percent maximum grades from the front property lines. Rear yards shall be graded to conform to the natural contour of the land.

4. Easements. Easements for installation and maintenance of public utilities, public facilities and drainage to Northern Indiana Public Service Company, Indiana Bell Telephone Company and the County of Lake are hereby granted and reserved as designated on the recorded plat of subdivision by dotted lines marked "utility easements" and "drainage and utility easement".

5. Temporary Structures. No trailer, basement, tent, shack, barn, garage, outbuilding, other such structure or any structure of a temporary character shall be used on any lot in this subdivision as a residence, either temporarily or permanently.

6. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications along with a plan showing the location of the structure, have been submitted in duplicate to and approved in writing by the Architectural Control Committee as to structural quality and integrity, quality of structural materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

7. Architectural Control Committee. The Architectural Control Committee shall be composed of the following members: Allie Baker, 9128 Colfax Avenue, Crown Point, Indiana; and Kenneth N. Bohling, 1820 Austin Avenue, Schererville, Indiana. The Committee may act officially by either or both of its members. In the event of death or resignation of a member of the Committee, the remaining member shall have full authority to designate a successor. The Committee's approval as required by these covenants shall be in writing. Failure of the Committee to act within thirty (30) days after the date of its receipt of all required building request submissions shall be deemed an approval. In any event, the

architectural approvals herein required shall be deemed waived unless a suit to enjoin construction has been filed prior to the completion and occupancy of any dwelling house covered by these restrictions.

8. Term of Restrictions. These covenants shall run with the land and shall bind all parties and all persons claiming under them for a period of twenty-five (25) years from their recordation date, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners agreeing to change said covenants in whole or in part has been duly recorded.

9. Enforcement. Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, or both.

10. Severability. Invalidation of any one of these covenants by judgment or court order shall not affect the remainder thereof which shall be and remain in full force and effect.

IN WITNESS WHEREOF, Bank One, as Trustee of Trust No. 11-6308 under Trust Agreement and Declaration of Trust dated January 23, 1986, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed on this, the 3RD day of MARCH 1987.

(S E A L)

BANK ONE, as Trustee under
Trust No. 11-6308

ATTEST:

by: _____

BANK ONE, NEW HAVEN, NA
as Trustee under the provisions of a Trust agreement
dated 1/23/86 and
Trust No. 11-6308
For signatures see page attached hereto.

RIDER
(Legal Description)

Lots One (1) through Six (6), both inclusive, and lots
Forty-Six (46) through Forty-Nine (49), both inclusive,
in Bohling's East Oak Estates, Unit No. 1, as per plat
thereof recorded in Plat Book 61, Page 33, in the Office
of the Recorder of Lake County, Indiana.