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DECLARATION OF RESTRICTIVE COVENANT

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 control 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. Residental Use. Such lots, and each and every one thereof, chall 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. <u>Building Requirements</u>. 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.

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IR TITLE INSURANCE Crown Point Indiana

- 3. <u>Building, Location and Grading Requirements</u>. 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. <u>Easements</u>. 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. <u>Temporary Structures</u>. No trailer, basement, tent, shack, barn, garage, outhuilding, 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. <u>Enforcement</u>. 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. <u>Severability</u>. 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 380 day of Marcu 1987.

(SEAL)	BANK ONE, as Trustee under Trust No. 11–6308
ATTEST:	by:

EARN ONE, BILL HAMBLE, WA as Trucks to be a lower whole a property system which will be  $1/\sqrt{a3/80}$  and hadan as  $1/\sqrt{a3/80}$  and hadan as  $1/\sqrt{a3/80}$ . For signatures see page attached hereto.

## ATTACHMENT TO DECLARATION OF RESTRICTIVE CONVENANT

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 23rd day January , A.D. 1987, creating Trust # 11-6308 and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by BANK ONE, MERRILLVILLE, NA, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against BANK ONE, MERRILLVILLE, NA, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, BANK ONE, MERRILLVILLE, NA, as Trustee has caused these presents to be signed by its Vice president and Trust Officer attested by its Assistant Trust Officer and its corporate seal to be hereto affixed as and for the act and deed of said corporation, this 3rd day of March , 1987.

BANK ONE, MERRILLIVLLE, NA as Trustee aforesaid and not personally,

By Title Assistant Trust Officer

Title Vice President and Trust Officer

STATE	0F	INDIANA	)
			)
COUNTY	OF	LAKE	)

ATTEST:

I, Suzanne Lindahl, a Notary Public in and for said County and State, do hereby certify that David H. Brubeck and Jo Smith, personally known to me to be the Vice President & Trust Officænd Assistant Trust Officær, respectively of BANK ONE, MERRILLVILLE, NA, as Trustee, are personally known by me to be the same persons whose names are subscribed to the foregoing instrument and appeared before me this 3 rd day of March, 1987 in person, and severally acknowledged that as such said officers they signed and delivered the foregoing instrument and caused the corporate seal of BANK ONE, MERRILLVILLE, NA, to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and well as the free and voluntary act and deed of said corporation for the uses and the free

purposes therein set forth.

Suzanne Lindahl

Resident of Lake Count

WITNESS my hand and official seal

My Commission Expires: 12/10/89

## 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.