

095303

George W Carberry
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Merr 46410

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
COURTNEY ESTATES SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made as of April 5, 1990 by THE DONET CORPORATION, an Indiana corporation ("Owner"), as owner of record of all of the real property subject to this Declaration.

RECITALS

The Owner is the owner of record of all of the real property subject to this Declaration and desires to subject such real property to the covenants, conditions, and restrictions set forth in this Declaration, each and all of which covenants, conditions, and restrictions is and are for the benefit of each portion of the real property and each present and future owner of the real property throughout the term of this Declaration.

NOW, THEREFORE, the Owner declares that the real property described in Section 1 of this Declaration is and shall be held, transferred, sold, conveyed, leased, and occupied subject to the covenants, conditions, and restrictions set forth in this Declaration.

Section 1. The Real Property. The real property that is to be held, transferred, sold, conveyed, leased, and occupied subject to this Declaration is located in the City of Crown Point, County of Lake, State of Indiana and is known as "Courtney Estates Subdivision" (the "Property"). The legal description of

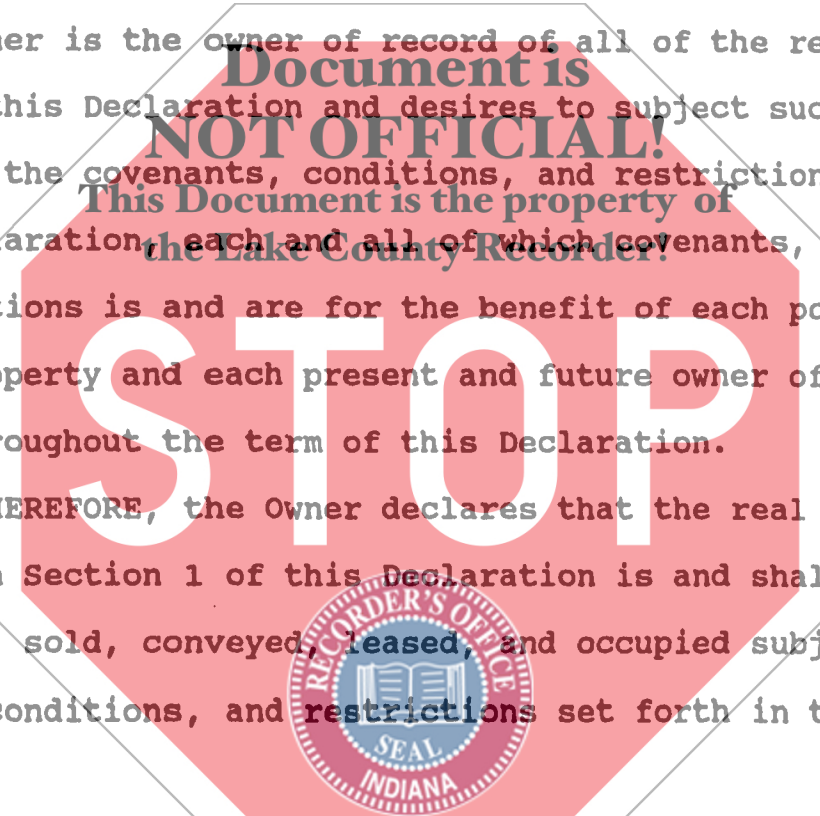
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APR 16 1990

Key # 9-A70-1-30¹

Anna M. Poston

CLERK, LAKE COUNTY



STATE OF INDIANA/S.S. NO.
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the Property is set forth in Exhibit A, which is expressly made a part of this Declaration.

Section 2. Effect of Covenants, Conditions and Restrictions. The Property is held subject to the covenants, conditions, and restrictions in this Declaration, all of which covenants, conditions and restrictions shall be deemed to run with the Property and each and every lot within the Property.

Section 3. Land Use; Building Type and Architectural Standards. The Property and lots therein platted shall be used for residential purposes, as marked and laid out on the plat of Courtney Estates Subdivision. No building shall be erected, altered, placed, or permitted to remain on any lot, except that one single family dwelling not to exceed two and one-half stories in height, with a private attached two-or three-car garage, may be erected on each of the lots. No modular or other buildings substantially constructed off-site shall be moved onto any of the lots.

The overall design or color scheme of any proposed single-family dwelling shall be in harmony with the aesthetics of the Courtney Estates Subdivision. The standard of aesthetics shall be judged by objective considerations such as (1) the harmony of proposed colors with those of existing dwellings; and (2) the harmony of the style of a proposed single-family dwelling with the general style of single-family dwellings already existing. A flat roof shall not be incorporated into the design or construction of any single-family dwelling within Courtney

Estates Subdivision. Non-masonry siding shall be cedar or redwood, pressed or laminated wood, vinyl or aluminum.

No lot owner shall commence construction of a single-family dwelling or any other structure until the approval of the plans and specifications for such dwelling or other structure have been approved by the Owner or by the Owner's designated representative. The Owner, its designated representative, and any lot owner shall have standing to enforce the provisions of this Section 3 and any decisions made pursuant to the authority herein given, and may require any modifications, construction changes or improvements undertaken or installed without such approval to be removed or renovated by whatever means are deemed appropriate, with the cost thereof, including costs of collection and attorney fees, to become a lien against the lot owner's lot.

Section 4. Size of Dwelling. The minimum sizes for a single-story and two-story dwelling shall be not less than 1,400 square feet and 1,800 square feet, respectively, of living area, excluding basements, open porches and garages.

Section 5. 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 and in no event shall a building be located on any lot nearer than 30 feet to the front line or nearer than 15 feet to any side street line. No building, driveway or accessory structure shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer

than 25 feet to the rear lot line. 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.

Section 6. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

Section 7. Sidewalks. Each lot owner shall be responsible for installing, at the lot owner's expense, a sidewalk across the entire frontage of such owner's lot.

Section 8. Mailboxes. The Owner shall select and designate a standard mailbox and post for Courtney Estates Subdivision, which shall be installed and paid for by each lot owner. All repairs and replacements to any such mailbox shall be consistent in color, quality and appearance with the mailbox and post designated by the Owner. The location and placement of mailboxes and posts shall be as determined by the United States Postal System, City of Crown Point, or other federal, state or local agency having authority therefor, and to that end the owner and its successors and assignees, including each lot owner, shall be granted and have an irrevocable license to install a mailbox upon any portion of the Property so determined as appropriate.

Section 9. Landscaping. Each lot owner, at a time not later than completion of construction of a single-family dwelling upon his lot, shall be required to plant two (2) trees in the front yard of such lot, consistent with final platting of the Property. The owner of each lot which abuts Indiana Avenue shall be responsible for maintaining a landscape buffer of at least four (4) feet in height between such lot and Indiana Avenue and shall take no action to remove or destroy all or any part of such landscape buffer.

Section 10. Storage and Parking of Vehicles. There shall be no outside storage or parking upon any lot or thoroughfare within Courtney Estates Subdivision, for a period in excess of twenty-four (24) hours, of any automobile, commercial vehicle, truck, tractor, mobile home or trailer (with or without wheels), camper, camper trailer, boat or other water craft, boat trailer, or any other transportation device of any kind, except within the parking spaces in the lot owner's garage (with the door closed), two (2) automobiles in the driveway. No lot owner shall repair or restore any vehicle of any kind upon any lot or thoroughfare except for emergency repairs.

Section 11. Easements.

A. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Property. No permanent buildings shall be placed on any easement, but an owner of a lot may use an easement on the lot for gardens, shrubs, landscaping, and other purposes

which do not interfere with the use of the easement for such public utility or drainage purposes.

B. An easement is hereby granted to the Indiana Bell Telephone Company and Northern Indiana Public Service Company, severally, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, and maintain telephone lines, gas mains, conduits, cables, poles, and wires, either overhead or underground, with all necessary braces, buys, anchors, and other appliances in, upon, along, and over the strip or strips of land designated by broken lines on the plat and marked "Easements for public utilities" for the purpose of serving the public in general with gas, electric, and telephone service, including the right to use the streets where necessary, and to overhang lots with aerial services wires to serve adjacent lots, together with the right to enter upon the easements for public utilities at all times for any and all of the stated purposes, and to trim and keep trimmed any trees, shrubs or saplings that interfere with any such utility equipment.

C. An easement is hereby granted to the City of Crown Point, Indiana, and its respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, and maintain conduits, pipes, cables, poles and wires for drainage, sewer and water utility services, with all necessary braces, buys and anchors, and other appliances in, upon, along, and over the strip or strips of land designated by broken lines

on the plat and marked "easements for public utilities," together with the right to enter upon such easement from time to time for such purposes.

Section 12. Nuisances. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 13. Temporary Structures. No structure of a 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.

Section 14. Fences. The maximum height of any fence erected, placed or existing on any lot shall be four (4) feet. No fence shall be erected, placed, or permitted to remain on any lot adjoining Indiana Avenue unless such fence is screened from sight from Indiana Avenue by a landscape buffer of at least four (4) feet in height, which shall be maintained by the owner of such lot in accordance with Section 9 hereof. No fence to be erected or installed shall be erected, installed, or placed on such landscape buffer or between such landscape buffer and Indiana Avenue.

Section 15. Sanitary Sewage Disposal. No private sanitary sewage disposal or treatment shall be established or used on any lot, and all sewage disposal and treatment shall be through sewers owned by the City of Crown Point, Indiana (the "City"), and all sewage treatment shall be provided by the City unless

waived by the City in writing. Sewer services shall not be provided to any lot or to any person who does not also accept as a sole source of supply the water service of the City, unless waived by the City in writing.

Section 16. Water Supply. No private water supply shall be established or used on any lot, and all water shall be obtained from the public supply made available by the City unless waived by the City in writing.

Section 17. Storm Water. Storm water from all lots shall be disposed of through regularly established storm water drains, and shall not in any way be connected to, or permitted to enter, any sanitary sewer owned by the City, or connected to the sewer system of the City for treatment.

Section 18. Rates for Services. The City shall establish reasonable rates and charges for sewer and water services, which rates shall be binding on all users, and the City shall be entitled to install meters and other measuring devices, and enter upon all lots and buildings constructed thereon for the purpose of reading the meters and any measuring devices and collect sewer and water charges levied. In addition, the City may do such other things as become reasonably necessary in order to make its sewer and water services effective and to collect its rates and charges for such services.

Section 19. Rules and Regulations. The City is authorized to establish reasonable rules and regulations governing the use of sewer and water services, which rules and regulations shall be

binding on all owners, occupants, and users of such services and facilities within and upon the Property.

Section 20. Enforcement of Rules and Regulations. The City, in addition to any and all other remedies available to it, at law or in equity, shall be entitled to enforce its rules and regulations and to collect its rates and charges by denying water or sewer service, or both, to any lot, and to any lot owner, or other obligated party, where there is a failure or refusal to pay for such services or a violation of any such rule or regulation.

Section 21. Connection Fee. Connection into the water mains and the sanitary sewers of the City shall not be made by any lot owner, occupant, or other party without first obtaining written permission from the City to do so and paying the City its established fee for such tap-in or connection.

Section 22. No Vested Rights. No lot owner, occupant, or other user of water and/or sewer services provided by the City shall have any vested right in the services, and each such lot owner, occupant, or other user, by accepting any deed with respect to the Property or any part of the Property, expressly waives any cause, claim, or right of action whatsoever against the City for injury or damage arising out of a failure to provide water or sewer service.

Section 23. 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.

Section 24. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, and all such waste shall not be kept except in sanitary containers. All receptacles or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No lot owner, or builder, or contractor for such lot owner, shall dump construction debris, dirt, sand, trash or rubbish on any lot or other area in the property, and each lot owner shall be responsible for the appropriate removal of all such construction debris, dirt, sand, trash and rubbish.

Section 25. Construction Time. All external work in the construction of any dwelling or garage, including landscaping, shall be completed within nine months from date of issuance of a building permit therefor.

Section 26. Term. This Declaration shall be binding on all lot owners and all persons claiming under them for a period of 25 years from the date this Declaration is recorded in the Office of the Recorder of Lake County, Indiana, after which time this Declaration shall be automatically extended for successive periods of 10 years each unless an instrument signed by a majority of the then lot owners of the lots has been recorded in the Office of the Recorder of Lake County, Indiana, amending or repealing this Declaration in whole or in part.

Section 27. Enforcement. Any lot owner may enforce the provisions of this Declaration by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction thereof, either to restrain violation or to recover damages.

Section 28. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which other provisions shall remain in full force and effect.

Section 29. Binding Restrictions. The Owner of Courtney Estates Subdivision further declares, for the benefit of all persons purchasing lots, parts of lots, or other parcels in Courtney Estates Subdivision, that all of the lots, parts of lots, and parcels in Courtney Estates Subdivision shall be sold subject to this Declaration.

IN WITNESS WHEREOF, this Declaration has been executed by The Donet Corporation as of the date and year first above written.



THE DONET CORPORATION

By: Jerald J. Good
JERALD J. GOOD, President

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THE DONET CORPORATION

By:


JERALD J. GOOD, President

EXHIBIT A

Parcel I: The East 450 feet of the North half of the Northeast 1/4 of Section 17, Township 34 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana.

