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*Anna N. Anton*  
AUDITOR LAKE COUNTY

RETURN TO: GLENN R. PATTERSON, ESQ.  
SINGLETON, CRIST, PATTERSON,  
AUSTGEN & LYMAN  
SUITE 200, 9245 CALUMET AVENUE  
MUNSTER, INDIANA 46321

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR LAKEVIEW ESTATES  
TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA**

WITNESSETH this Declaration made by Calumet National Bank, as Trustee under the provisions of a Trust Agreement dated the 3rd day of April, 1987, and known as Trust No. P-3411 (the "Declarant").

WHEREAS, Declarant is the owner of the following described real estate:

Lots 1, 51, 53, 56, 60, 61, 63, 64, 66, 67 and 68, Lakeview Estates, Second Addition, Phase One, to the Town of Schererville, as shown in Plat Book 67, page 51 in the Office of the Recorder of Lake County, Indiana.

Lots 16, 17, 18, 20, 21, 22, 23, 24, 25, 27, 28, 30, 31, 32, 33, 36, 38, 39, 41, 42, 43, 44, 45, 46, 54, 55, 69, 70, 71, 72, and 73, Lakeview Estates, Second Addition, Phase Two, to the Town of Schererville, as shown in Plat Book 68, page 47 in the Office of the Recorder of Lake County, Indiana.

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Lakeview Estates, Second Addition, Phase Three, to the Town of Schererville, as shown in Plat Book 72, page 8 in the Office of the Recorder of Lake County, Indiana.

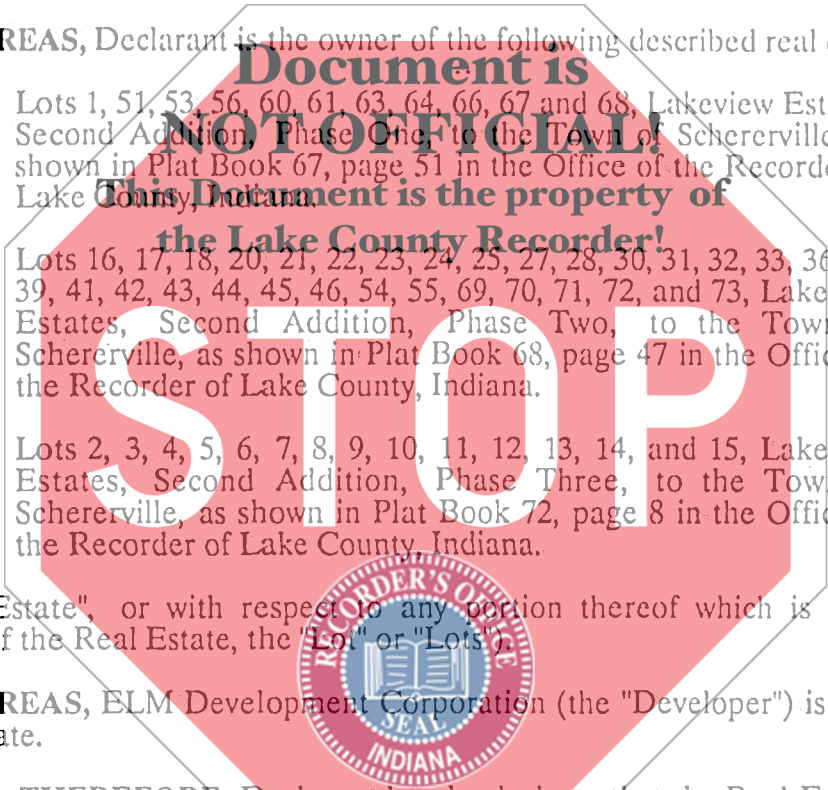
(the "Real Estate", or with respect to any portion thereof which is a lot within the subdivision of the Real Estate, the "Lot" or "Lots").

WHEREAS, ELM Development Corporation (the "Developer") is the developer of the Real Estate.

NOW, THEREFORE, Declarant hereby declares that the Real Estate is, and shall be, held, transferred, sold, conveyed, occupied and subject to the covenants, restrictions, terms and provisions of this Declaration, all of which are hereby declared to be equitable servitudes binding upon and running to the benefit of, and running with the land of, the Real Estate and binding upon all present and future owners of all or any part of the Real Estate and/or any interest therein.

**ARTICLE I  
GENERAL PURPOSES**

The Real Estate is subject hereto to insure its proper use and enjoyment, and its appropriate development and improvement; to protect each owner of a Lot against the use of the other Lots as may depreciate the value of the Real Estate; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain property setbacks from



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streets and adequate free spaces between structures. It is the intention and purpose hereof to assure that all dwellings shall be of a quality of design, workmanship, and materials approved by the Architectural Review Committee, as hereinafter defined.

## ARTICLE II GENERAL RESTRICTIONS

1. LAND USE. Each Lot shall be used, if at all, as a site for a dwelling for private residential purposes only, for the sole use of the owners or occupants of the dwelling (hereinafter "Dwelling(s)"). All other buildings (hereinafter "Accessory Building(s)") and other structures or improvements such as driveways, parking areas, sidewalks, fences, walls and landscaping (hereinafter "Improvement(s)") shall be erected only in such manner and location as approved in writing in the sole discretion of the Architectural Review Committee. Dwellings, Accessory Buildings and Improvements are referred to collectively hereafter as "Building(s)".

2. DWELLING HEIGHT. No Dwelling shall contain more than two (2) stories, nor shall any such Dwelling have a building height in excess of thirty (30) feet.

3. BUILDING QUALITY.

a. General Building Quality. All Buildings shall be erected in accordance with the applicable governmental building and zoning codes and with such additional specifications and standards as may be required by the Architectural Review Committee after all construction plans and specifications (including, but not limited to, those for grading and site work, excavation, and specifications showing the nature, kind, shape, height, materials, color scheme, location, elevations and approximate cost of all Buildings), along with a staked survey (showing the elevation of all corners of the Lot), have been submitted to, and approved in advance in writing by, the Architectural Review Committee.

b. Minimum Area. The interior area of each Dwelling, exclusive of attached garages, carports, open terraces, porches, and breezeways, Accessory Buildings and Improvements, shall be as follows:

(1) All one-story Dwellings with basements shall have a minimum first floor area of 1,800 square feet.

(2) All 1-1/2 story Dwellings with basements shall have a minimum first floor area of 1,600 square feet, and a minimum of 2,200 square feet for all floors.

(3) All tri-level and bi-level Dwellings shall have a minimum first floor area of 1,600 square feet, not including the lower level.

(4) All two-story Dwellings with basements shall have a minimum total floor area of 2,300 square feet.

(5) All Dwellings without a basement or on concrete slabs shall have a minimum first floor area of 2,000 square feet, except for tri-level or bi-level Dwellings where a portion of the Dwelling may not have a full basement.

(6) All Accessory Buildings shall have a minimum size of 12'x16' and be approved by the Architectural Review Committee.

(7) There shall be a minimum set-back line of thirty (30) feet from the front property line of each Lot, except for corner Lots, which shall have a side yard set-back line of twenty (20) feet from the property line of the Lot as shown on plat of subdivision of the Real Estate.

c. Dwelling Requirements.

(1) All Dwellings shall have attached garages.

(2) It is preferred that ventilators be located in the gable ends or soffit area, and not in the roof itself. Where ventilators are located in the roof, they shall be located in the rear of the Dwelling roof so as not to be visible from the street side of the Dwelling.

(3) Brick fronts are required except where the Architectural Review Committee grants variance.

4. SPECIFIC PROHIBITIONS. The following activities and uses are prohibited on all Lots and in all Buildings:

a. No gainful occupation or profession, or other non-residential use, shall be conducted.

b. No noxious or offensive activity shall be carried on, nor shall anything be done which is, or may become, an annoyance or nuisance.

c. No livestock or poultry shall be kept or maintained.

d. No burning of refuse shall be permitted other than in proper facilities maintained in or as a part of a Dwelling, except for the burning of leaves if permitted by applicable laws and ordinances.

e. No garage, carport, driveway, or parking area which may be in front, adjacent to, or part of any Lot may be used as a habitual parking place for commercial vehicles. The area located between the road pavement and the front building line of each Lot shall not be used for the parking of private or commercial vehicles or boats, mobile homes or trailers. The term "commercial vehicles" shall include all automobiles, station wagons, trucks and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise.

f. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained.

g. No plants, or seeds, or other things or condition, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained.

h. No downspouts, sump pump or other storm or drainage discharges shall be connected or emptied into the sanitary sewers serving the Real Estate.

i. No Building shall be located or maintained within the utility and drainage easements within the Real Estate. The removal of such as required by the Town of Schererville, Lake County, or any public utility or governmental agency shall be at the sole cost and expense of the Lot owner.

j. No structure of a temporary nature, and no trailers, basement, tent or Accessory Building shall be used at any time as a residence.

k. No lines or wires for communications or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere on the Real Estate other than within Dwellings or Accessory Buildings unless the same shall be contained in conduits, or except where indicated on the plat of subdivision of the Real Estate and except for easements heretofore granted for electric transmission lines, if any.

5. **AFFIRMATIVE OBLIGATIONS.** The owners of Lots shall be responsible for the repair and maintenance of any parkway and sidewalk pavement located between their Lot lines and edges of street pavements which abut said Lots. The duty of the owners to repair and maintain said sidewalk pavement shall also include the expeditious removal of snow, plant or weed overgrowth, or debris which may be found thereon from time to time.

6. **DEVIATIONS BY AGREEMENT WITH DECLARANT.** Declarant hereby reserves the right to enter into agreements with the owner of any Lot or Lots (without the consent of the owners of other Lots or any person or entity) to deviate from any or all of the covenants, restrictions, terms and provisions set forth in this Article II, provided Declarant shall in its sole discretion determine that there are causes, difficulties, or hardships evidenced by an owner to warrant such deviation, and no such deviation (which shall be evidenced by an agreement in writing executed and acknowledged by Declarant and the owner of the affected Lot or Lots and recorded in the Office of the Recorder of Lake County, Indiana) shall constitute a waiver of any such covenant, restriction, term or provisions as to any other Lot or Lots, nor shall same constitute a violation of this Declaration.

**ARTICLE III**  
**ARCHITECTURAL REVIEW COMMITTEE**

1. **CREATION.** The Architectural Review Committee (the "Committee") shall initially consist of three (3) members as follows:

John E. Lantz  
Raymond H. Eggert  
Dennis M. McCoy

In the event of the death or resignation of any member of the Committee, Declarant shall have the right to designate a successor so long as Declarant shall own, beneficially or otherwise, any Lot or other portion of the Real Estate or interests therein. Declarant shall have the further right to increase or decrease the number of members of the Committee, to fix rules of procedure for the Committee and to cast a tie-breaking vote when the Committee is deadlocked on any issue. If at any time there shall be a vacancy on the Committee and Declarant shall fail or be unable to appoint a successor for such vacancy, the successor may be appointed by a majority of the owners of Lots.

2. **PROCEDURE.** All plans, specifications, and other material as required by Article II, Section 3.a. and as may be otherwise required by the Committee, shall be filed in the office of the Developer, 910 Richard Road, Dyer, Indiana 46311, for referral to the Committee. The Committee's approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee with the Declarant casting the deciding vote in case of a deadlock. A report in writing setting forth the decisions of the Committee shall thereafter be delivered to the Lot owner by the Committee within ten (10)

business days after the date of filing of same. The Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal for approval. The Committee shall, in its sole discretion, have the right to deny approval for aesthetic or other reasons and in so doing, shall have the right to take into consideration the suitability of the proposed Dwelling, Accessory Building or Improvement with the surroundings, and the effect of same on the outlook from other Lots or adjacent real estate. In no instance shall any Dwelling or Accessory Building be of a design identical to an adjacent Dwelling or Accessory Building except as permitted by the Committee.

In the event: (a) the Committee fails to approve or disapprove within ten (10) business days after submission, as required by this Declaration; and (b) no suit to enjoin construction has been filed within twenty-one (21) days after commencement of such construction, approval shall not be required.

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ARTICLE IV  
ANNEXATION OF ADDITIONAL REAL ESTATE  
AND AMENDMENT OF DECLARATION

At any time, any person or entity owning any interest in any lot in Lakeview Estates which is not subject to this Declaration or to that Declaration recorded on April 17, 1989, as Document No. 032186, may be subject to, subject said lot to this Declaration, by the recording of one or more declarations specifically subjecting same to the covenants, restrictions, terms and provisions of this Declaration, after which said lot shall be considered for all purposes to be a Lot which is a part of the Real Estate hereunder.

**STOP**  
ARTICLE V  
GENERAL PROVISIONS

1. This Declaration shall continue and be binding as set forth in Section 2 of this Article V for an initial period of thirty (30) years from the date of recording of this Declaration with the Recorder of Lake County, Indiana, and thereafter for successive periods of twenty-five (25) years each, unless terminated in accordance with Section 3 of this Article V.

2. This Declaration shall run with the land of the Real Estate and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach hereof, or to enforce the observance hereof, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any Lot, any Building which is and remains in violation hereof, for a period of thirty (30) days after receipt by the owner of such Lot of written notice of such violation from Declarant, then Declarant or persons authorized by it shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant to enforce this Declaration as to any violation be deemed a waiver of the right to do so as to any other violation nor shall such failure entitle any owner to claim, sue for, or receive any damages or other payment from Declarant.

3. The record owners in fee simple of the Lots may terminate, modify, amend or supplement this Declaration in whole or in part and may release from this Declaration all or any part of the Real Estate (hereinafter a "Change"), at such time as Declarant shall no longer be the owner of any part of the Real Estate or any interest therein, but only at the following times and in the following manner:

a. Any such Change may be made effective at any time after the first ten (10) years of the initial thirty (30) year period hereof if the record owners in fee simple of at least three-fourths (3/4) of the Lots, consents thereto.

b. Any such Change may be made effective at the end of said initial thirty (30) year period or any such successive twenty-five (25) year period if the record owners in fee simple of at least two-thirds (2/3) of the Lots, consent thereto at least five (5) years prior to the end of any such period.

c. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Lake County, Indiana.

A recordable certificate by an accredited abstractor or title guaranty company doing business in Lake County, Indiana, as to record ownership shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this Section. Upon and after the effective date of any such Change, they shall be binding upon all persons, firms, and corporations then owning Lots, and shall run with the land thereof, and bind all persons claiming by, through or under any one or more of them.

4. If a court of competent jurisdiction shall hold invalid or unenforceable any provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

5. Declarant reserves the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Lake County, Indiana, and Declarant shall thereupon be relieved and discharged from all such duties so assigned.

6. Each owner of a Lot shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. A written or printed notice deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in the Declaration.

#### **ARTICLE VI** **EXCULPATORY CLAUSE**

This Declaration is executed by the undersigned, CALUMET NATIONAL BANK, not individually but solely as Trustee, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Declaration shall be payable only out of the trust property which is the subject of this Declaration or held by the undersigned in trust as Trustee and it is expressly understood that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Declaration is executed and delivered by the Trustee solely

in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either express or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of the undersigned are those of the undersigned's beneficiaries only. Any and all personal liability of said Calumet National Bank, as Trustee, is hereby expressly waived by the owners and their respective successors and assignees.

Nothing contained herein shall be construed as creating any liability on Calumet National Bank, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. Calumet National Bank, personally, is not a "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, Deponent has caused this instrument to be executed and attested to as of the 9th day of April, 1992.



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CALUMET NATIONAL BANK AS TRUSTEE, under Trust Agreement dated April 3, 1987, and known as Trust No. P-3411

By: Amy M. Skinner

Title: ASSISTANT TRUST OFFICER

STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Amy M. Skinner, the Assistant Trust Officer of Calumet National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 9th day of April, 1992.

Marjorie A. Austgen  
Notary Public

Printed Name: Marjorie A. Austgen

My Commission Expires:  
6/26/95

County of Residence:  
Lake

This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson, Austgen & Lyman, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321