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92024585

P.O.B.U 297  
Cedar Creek, 46303

WESTDALE

- UNIT TWO - CEDAR CREEK TOWNSHIP

Covenants and Restrictions executed by William A. Misch and Donald C. Miller, owners of Westdale Estates, dated March 25, 1992.

No. 1 LAND USE: No lot shall be used except for single family residential purposes. No lot or group of lots may be re-subdivided to produce a greater number of smaller lots. No additional streets, roadways, or driveways shall be opened through any lot to serve an adjoining property.

No. 2 BUILDING LOCATION: No building shall be located on any lot nearer than 30 feet from the front lot line or nearer than 30 feet from the rear lot line, or nearer than 10 feet from the side lotlines.

No. 3 BUILDING REGULATION:

A., Building types.

(a) Single story homes - Shall have a minimum of 1500 square feet of floor space exclusive of porches, garage, and basement. (finished or unfinished).

(b) Two story homes - Shall have a minimum of 1100 square feet on ground level floor space and finished second floor to total not less than 1500 square feet exclusive of porches and garages.

(c) Split level homes - Shall have a minimum of 1500 square feet of completed, livable floor space exclusive of porches and garages. All garages shall be attached to the home, and shall not contain a livable apartment prior to the completion of the home.

B. No homes shall have concrete block outside walls as a final finish.

C. No storage shed, barn or other outbuilding shall be erected without written approval of owners of adjoining or visible lots.

D. NO COMMERCIAL BUSINESS shall be operated on any lot in this subdivision.

**FILED**

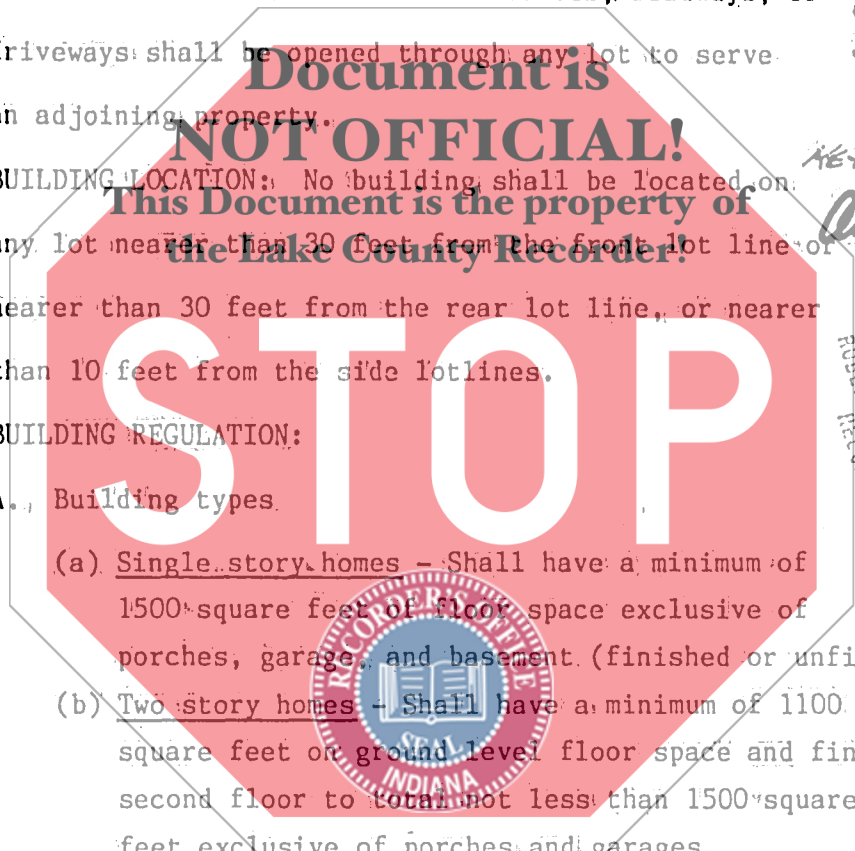
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KEY 3-21-2706, 11, 12, 14  
3-21-17, 19, 20, 21  
Dean N. Antone  
AUCTIONEER

ROBERT H. ROSS  
RECORDER

APR 22 2 15 PM '92

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LAKE COUNTY



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- E. No fence, wall, tree, or shrub shall be placed on any lot in such a manner as to obstruct the vision of the operator of any vehicle on any subdivision street or driveway.
- F. No structure of a temporary nature shall be used on any lot or street as a residence. There shall be no modular or mobile structures.
- G. Sidewalks must be installed by the lot owner or contractor. They shall conform to existing walks and be at least 40 inches wide, and of reinforced concrete 4 inches thick.
- H. It is the responsibility of the owner to see that the building contractor repair or replace any curbing, broken or cracked during the construction.

No. 4 (a) **HEALTH, SAFETY, AND NUISANCE:** No odors, noise, or sights shall be produced on any lot that are an annoyance or nuisance in the neighborhood.

- (b) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots except household or family pets. They shall be licensed and immunized according to town and county law and regulations. They shall be restrained according to county regulations.
- (c) No trash, waste, or garbage shall be allowed to collect on any lot. It shall be neatly accumulated for regular scavenger service.
- (d) No unlicensed "junk" vehicles shall be parked on any lot for disposal or commercial use.
- (e) All lots shall be kept in a clean and neat fashion without weed or tall grass overgrowth.

No. 5 **EASEMENTS AND ENFORCEMENTS:** Easements for installation, reinstatement, maintenance, and repairs of utilities are reserved, as shown on recorded plat.

These covenants shall be binding on all persons and parties claiming land under them for a period of 25 years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of 10 years.

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

In violation of any of these covenants by judgment or court orders shall in no way affect the other provisions which shall remain in full force and effect.

This covenant shall be subject to zoning and planning ordinances of Lake County, Indiana.

*Donald C. Miller*

Donald C. Miller

Document is

**NOT OFFICIAL!**

Date

William A. Misch

Date

This Document is the property of  
the Lake County Recorder!

**STOP**



*Donna L. Kuiper*  
NOTARY PUBLIC

LICENSE EXPIRES July 20, 1992

**DONNA L. KUIPER**  
NOTARY PUBLIC  
My commission expires July 20, 1992  
Resident of Lake County, Indiana

