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Alice N. Anton  
AUDITOR LAKE COUNTY

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
OF ALICEA ESTATES SUBDIVISION



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STATE OF INDIANA  
RECORDS & DEEDS

Alice (Auditor)  
4859 Olcott Ave  
C. Chicago, In 46312

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
OF  
ALICEA ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ALICEA ESTATES is made this 30th day of April, 1992, by HECTOR ALICEA and ANA M. ALICEA, (hereinafter referred to as "Declarants"),

WITNESSES:

WHEREAS, Declarants are the owners and developers of the real property described below (the "Property" or the "Development"); and

WHEREAS, Declarants intend by this Declaration to impose upon the Development mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Alicea Estates made subject to this Declaration (and amendments hereto) by the recording of this Declaration; and

WHEREAS, Declarants desire to provide a flexible and reasonable procedure for the overall development of the Development, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such property subject to this Declaration; and

WHEREAS, Declarants anticipate that certain aspect of the overall Development will be of benefit to the Owners; and

NOW, THEREFORE, Declarants hereby declare that all of the Development described herein below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions (hereinafter sometimes referred to as the "Restrictions") which are for the purpose of protecting the value and desirability of and which shall run with, the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Development or any part thereof, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTY SUBJECT TO AND BENEFITING FROM THIS DECLARATION

1. ALICEA ESTATES SUBDIVISION. The real property which is the property benefitted herein, and shall be, held, transferred, sold, conveyed, used and occupied subject to the Covenants, and is commonly known as ALICEA ESTATES SUBDIVISION, (herein sometimes referred to as "Alicea Estates"), located in Lake

County, Indiana, and is more particularly described as follows, to-wit:

The East 34 1/3 acres off the East and of the North Half of the N/E 1/4 of Section 29, Township 34 North, Range 9 West of the 2nd P.M., described as: Commencing at the Northeast corner of said lot and running thence South 80 rods; thence West 69 rods; thence North 80 rods; thence East 69 rods to the place of beginning, in Lake County, Indiana

a subdivision plat of which was recorded on the 20 day of APRIL, 1992 in Plat Book 72 page 21, in the Office of the Recorder of Lake County, in Crown Point, Indiana.

2. WAIVER. The Declarants may waive in whole or in part the benefits of the Covenants. If such waiver is by a document duly executed by said Developers, acknowledged and recorded with the Recorder of Lake County, Indiana, the same shall permanently waive the benefits of the Covenants for the benefit of the property benefited and shall be binding upon said various owners and their respective successors and assigns.

#### ARTICLE II

##### GENERAL PURPOSES OF THIS DECLARATION

This subdivision is subject to the Covenants to insure proper use and appropriate development and improvement of Alicea Estates and every part thereof; to protect each and every owner of any part of Alicea Estates against such use as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of Alicea Estates and the use and enjoyment of the property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; and in general to provide adequately for a type and quality of improvement in Alicea Estates consistent with these Covenants. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all of the lots in said Alicea Estates, their respective legal representatives, heirs, successors, grantees, and assigns.

#### ARTICLE III

##### GENERAL RESTRICTIONS

1. LAND USE. Each lot in Alicea Estates shall be used, exclusively, as a site for a dwelling for private residence purposes only by a single family.

2. DWELLING SIZE. The minimum square footage of living area shall be 1600 square feet on the main level for a ranch-style house and 2000 square feet for all other types. All houses shall have an attached garage.

3. ARCHITECTURAL CONTROL. Architectural control of the site plan, design, and style of the house and/or associated structures, final grading of the lot, landscaping, quality of materials, and approval of all plans shall be required prior to the construction of any dwelling or structure. Home styles shall be compatible with the existing area and the contour of the land. A minimum of twenty-five (25%) percent of the front facade of the residence shall be brick or masonry. Only site built homes shall be permitted. No building, nor any structure, shall be moved to any lot in the subdivision. No modular, nor mobile homes, shall be allowed. No temporary structures shall be allowed. Each house shall have not less than a four (4):twelve (12) roof pitch.

A written copy of all plans and all specifications shall be submitted to the Architectural Control Committee, or its designated agent(s), and/or successor(s), which plans shall be subject to its written approval. Approval or disapproval shall be given in writing within thirty (30) days after receiving complete plans and specifications. In the event written approval or disapproval is not obtained within thirty (30) days after submission of complete plans and specifications, or in any event, if no suit to enjoin the constructions has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with. All construction shall be completed within nine (9) months from the date of issuance of the building permit. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

4. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall initially be composed of the following members: Hector Alicea, Shirl A. Snyder and Tamyra Pelton.

In the event of a death or resignation of a member of the Committee, the remaining members shall have full authority to designate a successor. Members of the Committee shall serve without compensation.

At any time, the then record owners of a majority of the lots in Alicea Estates shall have the power through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it, any of it's powers and duties.



Neither the Declarants, the Architectural Control Committee, its members thereof, owners of lots in Alicea Estate nor any agent(s) thereof, shall be responsible or liable for any damage, loss or prejudice suffered or claimed by any owner or contractor or agent(s) or representatives thereof, who submit plans to the Architectural Control Committee, on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (e) the development of any property within Alicea Estates. Any person submitting plans to the Architectural Control Committee shall hold Developer, the Architectural Control Committee or any member thereof, harmless from all damages, loss or claim by any third party, including attorneys fees and litigation expenses.

5. ADDITIONAL STRUCTURES. No trailer, garage, barn, storage shed, outbuilding or any other additional structure shall be used either temporarily or permanently as a dwelling or residence. No trailers, boats, motor vehicles or recreational vehicles are permitted to be stored on any lot for a period of time in excess of two (2) weeks, unless said personal property is stored in a fully enclosed building. No unattached or attached garage, barn, storage shed, outbuilding, fence, wall, walk, outdoor light, deck, pool, driveway or pond, or any other structure shall be placed, erected or altered on any lot until the complete construction plans, site plan and specifications are approved pursuant to the section entitled, "ARCHITECTURAL CONTROL".

6. BUILDING LOCATION. All houses, garages, or other structure shall be located within the boundary lines of each lot in Alicea Estates and not closer than fifteen (15) feet of any side yard line and within any governmental setback and side yard requirements.

7. FENCES. All fences shall be constructed of such materials and in a manner which does not detract from the natural quality and aesthetic appearance of the existing geographic areas within the subdivision. In addition, no chain link or cyclone fences will be allowed, and only decorative fencing shall be allowed, erected, placed or maintained in the area between the rear exterior wall of the main dwelling structure located on the lot and the front property line. However, fenced dog runs may be placed in the backyard of each lot so long as the backyard of such lot is fenced in with a privacy fence which prevents observation of the dog run from adjoining lots.

8. MAINTENANCE OF LOTS AND IMPROVEMENTS. The owner of any lot in the subdivision shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

- (i) remove all debris or rubbish;
- (ii) remove all weeds and unsightly growth;
- (iii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the subdivision; and
- (iv) keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

9. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No garage, carport, driveway, or parking area on any lot may be used as a habitual parking place for junk vehicles. Junk vehicles shall include any vehicle which requires a license to operate on, over or across any highway, road or street and which is incapable of moving under its own power. No hunting shall be permitted of any sort on any of the lots in the subdivision. No person shall engage in or conduct any trade, business or profession in any structure or on any lot in the subdivision.

10. ANIMALS. No livestock, poultry or any other farm animal(s) shall be kept on any lot. Only domesticated house pets shall be excepted from this provision.

11. WEAPONS. The use of firearms or other dangerous and/or deadly weapons within the subdivision is strictly forbidden. No hunting, target practice, nor any other use of firearms or other weapons is allowed.

12. ANTENNAS AND SOLAR HEAT PANELS. No exposed antennas or solar heat panels shall be allowed on any lot or on any residence on any lot which is visible from outside such residence, except that a satellite dish (antenna) may be erected on each lot subject to appropriate landscaping surrounding such, as approved by Declarants.

13. MAILBOXES. The Declarants shall select and designate a standard mailbox and post for the Development, which shall be installed and paid for by the Owner. No exterior newspaper receptacles shall be permitted in the Development. All repairs and replacements to such standard mailboxes shall be consistent

in color, quality, and appearance with the original mailbox and post designated by Declarants.

14. CLOTHES LINE. No outside clothes lines, drying racks or similar type devices shall be erected, raised or rigged or constructed on any lot.

15. EXTERIOR LIGHTING. Each lot owner shall select, install and maintain at least one exterior lighting fixture which shall be independent of any fixtures attached to the residence constructed on the lot. Both the type of exterior light fixture, and it's location shall be approved by the Architectural Control Committee and such lighting fixtures shall be compatible and consistent with similar fixtures throughout Alicea Estates.

16. FIREPLACES. All fireplaces constructed on the exterior of the residences will be of natural brick or masonry only. Notwithstanding the above, if any such fireplace is constructed on the rear exterior of a residence then in such event, the construction of such fireplace may be with any material consistent with the material used in the construction of the exterior of the rear portion of such residence.

17. TREES Each owner of a lot in the Development shall plant two (2) or more shade trees in the area between the front exterior wall of the main dwelling structure located on the lot and the front property line. Each such shade tree, at the time of planting, shall have a trunk diameter of not less than three (3) inches.

18. SIGNS. No signs shall be displayed on any lot in the subdivision, (except "For Sale" signs).

19. TRUCKS. No trucks or other similar vehicles having a load rating in excess of 3/4 ton shall be permitted to be parked on any lot or street in the subdivision for a period in excess of four (4) hours, unless such truck or vehicle is necessary in the construction of any improvements on the lot in which case and in any event, such truck or vehicle shall not be parked on said street or lot overnight.

20. DISPOSAL OF GARBAGE AND TRASH. No waste, trash, or garbage of any sort shall be allowed on any lot. No owner of any lot in Alicea Estates shall burn, or permit the burning, out of doors, of garbage, trash, or like household refuse.

21. UTILITY SERVICE. All utility services of whatever nature or kind to each residence constructed on a lot in Alicea Estates shall be placed underground.

ARTICLE IV



GENERAL PROVISIONS

1. SEVERABILITY. In the event that any part(s) of the Restrictive Covenants is construed or declared unenforceable by a Court of competent jurisdiction, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.

2. INITIAL TERM AND EXTENSIONS. These Restrictive Covenants shall run with the land and shall be binding on all parties, persons or entities claiming under them or onto the land for a period of twenty-five (25) years from the date of recording of this document, after which time said Covenants shall automatically extend for successive period of ten (10) years, unless a signed agreement by seventy-five (75%) percent of the then property owners of said lots has been recorded, modifying these Covenants in whole or in part.

3. REMEDIES. The Declarant, owner or owners, either jointly or severally, present or future, of any land or lot included in this Document is the property of the Lake County Recorder, is entitled to injunctive relief against any violation, or attempted violation, of the provisions hereof, and also damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. Any person enforcing the terms and conditions of this Declaration of Covenants, Conditions, Easements and Restrictions, shall be allowed attorneys fees and costs for any such expenses incurred with respect to such enforcement.

4. ASSIGNMENT. Declarants reserve the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarants 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 Declarants shall thereupon be relieved and discharged from all such duties so assigned.

5. FAILURE TO ENFORCE. The failure to enforce any of the Covenants herein set forth as to any violation by the Declarants, their agent(s) and/or assigns, or any property owner, of any term, condition or covenant contained herein shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or different term, condition or covenant herein. Moreover, no such failure to enforce shall entitle any owner to claim, sue for, or receive any damages or other payment from Declarants. In addition, if Declarants are named by any owner in any legal action, Declarants shall be entitled to recover from said owner reasonable attorney fees in defending said action.

6. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by Declarants (a)

if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the units subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal Housing Administration, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the units subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the units subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any owner's unit unless any such unit owner shall consent thereto in writing. Further, so long as Declarants own any property in the Development or capable of being annexed thereto, Declarants may unilaterally amend this Declaration for any other purpose, provided, however, any such amendment shall not materially adversely affect the substantive rights of any unit owner hereunder, nor shall it adversely affect title to any unit without the consent of the affected unit owner.

7. DECLARANTS' RESERVED EASEMENTS. (a) Notwithstanding any provisions contained in the Declaration to the contrary, Declarants hereby expressly reserve unto themselves and their successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to any property in the Development, for the benefit of Declarants, their successors, and assigns, over, under, in and/or on the Development, without obligation and without charge to Declarants, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use, and enjoyment and/or otherwise dealing with the Development. The reserved easement shall constitute a burden on the title to all or any portion of the Development and specifically includes, but is not limited to:

- (i) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in all or any portion of the Development; and the right to tie into any portion of the Development with driveways, parking areas, streets, the Drainage system and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all of any portion of the Development; and

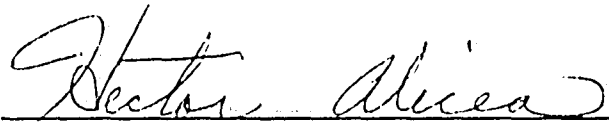
- (ii) the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, sales offices, construction offices, and business offices as, in the sole opinion of Declarants, may be required, convenient, or incidental to the construction and sale by Declarants of residences in all or any portion of the Development.
- (iii) no rights, privileges, and easement granted or reserved herein shall be merged into the title of any property without the Development, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit-claim deed from Declarants releasing such right, privilege, or easement by express reference thereto with respect to all of any portion of the development.


(b) This section may not be amended without the advance written consent of Declarants.

8. MISCELLANEOUS. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

The word "owner" shall be defined for purposes of this Agreement as a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns the fee simple title to a lot, and any executor, heirs, legatees, successors, and assigns thereof.

IN WITNESS WHEREOF, Declarants has caused this Instrument to be executed and attested to as of this 30th day of April, 1992.

  
 \_\_\_\_\_  
 HECTOR ALICEA

  
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 ANA M. ALICEA

