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Maver Mulport
3619 Washington St.
Garrison, Mo. 64438

APR 6 1993 RESTRICTIVE COVENANTS OF BOUNDARY OAKS ESTATES

ADDITION TO LAKE COUNTY, INDIANA

KEY C-297-1 TO 11
Cora M. Antoski
AUDITOR LAKE COUNTY

STATE RECORDER

MAR 6 2 10 PM '93

STATE OF INDIANA
OFFICE OF THE RECORDER
LAKE COUNTY

WE the undersigned, EDWARD C. MOSER and JANELL B. MOSER, Husband and Wife, Owners of and Subdividers of the Real Estate described in Exhibit "A" attached hereto and made a party hereof, which Real Estate has been platted and subdivided as Boundary Oaks Estates to Lake County, Indiana, do hereby cause the following Restrictive Covenants to be incorporated as a part of said subdivision to create a single family residential subdivision compatible with, and wherever possible, enhance and preserve the scenic and ecological character of the site. All of which shall be binding upon all owners, both present and future, their heirs, devisees and legatees, and grantees and all such Parties conveying or taking title to any lot or parcel of land within such subdivision shall convey and accept such title, subject to the restrictions as to use and the covenants running with the land as follows:



ALL lots in said subdivision, except as otherwise provided herein, shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the Owners, present or future, of any and all lots in said subdivision; and they shall run with the land and shall inure to the benefit of and be enforceable by the Owner, or Owners, of any land or lots included in said subdivision, their respective legal representatives, heirs, successors, grantees and assigns.

1. Land Use and Building Type. All lots shall be used for residential purposes, as marked and laid out on the Plat of the Subdivision, and are subject to the provisions under "THE DECLARATION OF RESTRICTION ON LAND USE" effective March 2, 1993 in Nationwide Permit number 92-145-142-0 issued by the Army Corp of Engineers and filed with the Office of the Recorder of Lake County, Indiana, on MARCH 17, 1993. All easements for installation and maintenance of public utilities and drainage facilities in, over, on and under lands and lots in said subdivision are reserved as shown on the Plat. No permanent structure shall be placed on any such easement, but the same may be used for gardens, landscaping and other purposes that do not interfere with the use of said easement.

2. Construction. No structure shall be commenced, erected or maintained on any lot until the construction plans and specifications have been submitted to and approved by one of the following: EDWARD C. MOSER, his Agent or Assign. No

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modular or prefabricated structures are permitted and no metal structures of any kind shall be erected, placed or maintained at any time upon said subdivision. Slab foundations for residential structures are not allowed and a minimum two (2) car attached garage is required. All external work in the construction of any building shall be completed within six (6) months from the date of issuance of the building permit. Hard surface driveways are required and shall be completed within twelve (12) months from the issuance of the building permit. An extension of this time limit may be granted for good cause shown through written request from the builder or lot Owner to EDWARD C. MOSER, his Agent or Assign.

3. Size and Occupancy of Dwelling. Dwellings may only be occupied by members of the same family, which is defined to mean one (1) or more persons, each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons, not all so related, maintaining a common household in a dwelling. All dwellings shall be the following minimum square footage excluding basement, porch and garage areas:

- | | | | | |
|----|-------------|---|----------------------|--------|
| a. | Ranch | - | 1,650 square feet | |
| b. | Two Story | - | 1,800 square feet | |
| c. | Multi-level | - | 2,400 square feet - | |
| | | | (minimum combination | of all |
| | | | finished levels) | |

4. Landscaping. To minimize the impact on the inherent qualities and character of the subdivision, the perimeter of each lot shall be required to maintain a minimum ten (10) foot naturalized "buffer zone". All new landscaping must be compatible with the existing character of the site. No Fencing or structural barrier shall be allowed within said "buffer zone". Tree removal shall be limited and controlled by the conditions set forth by the Army Corp of Engineers under Nationwide Permit Number 92-145-142-0 and defined in the "Declaration of Land Use Restrictions" incorporated as a part of said subdivision.

5. Nuisances. No noxious or offensive activity shall be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or may become to be an annoyance or nuisance to the neighborhood. NO recreational vehicles, trailers, boats or inoperable vehicles shall be parked, store or kept on any area of the subdivision unless garaged.

6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All buildings, appurtenances, and landscape shall be properly maintained to

present a neat and orderly appearance at all times.

7. Homeowners Association. An Association comprised of the Owners of the lots in the subdivision shall be formed, whose purpose shall be to ensure high standards of maintenance and operation of all property in the subdivision reserved for the common use of all residents and Owners of property therein, including, but not limited to, the private streets which serve all of the lots of the subdivision. Every record Owner of a fee simple interest in the lots in the subdivision shall be entitled to one (1) vote for each lot owned on each matter submitted to a vote of members, provided, that where title to a lot is in more than one (1) person, such Co-Owners acting jointly shall be entitled to but one (1) vote. Each platted lot on the plat of subdivision shall be deemed to be a separate lot, entitling the Owner thereof to one (1) vote for each such full lot owned.

A. Powers and Duties of the Association.

The Association shall have the following powers and duties with respect to this subdivision:

1. To the extent such services are not provided for by any government body or until such time said services are provided by any government body:

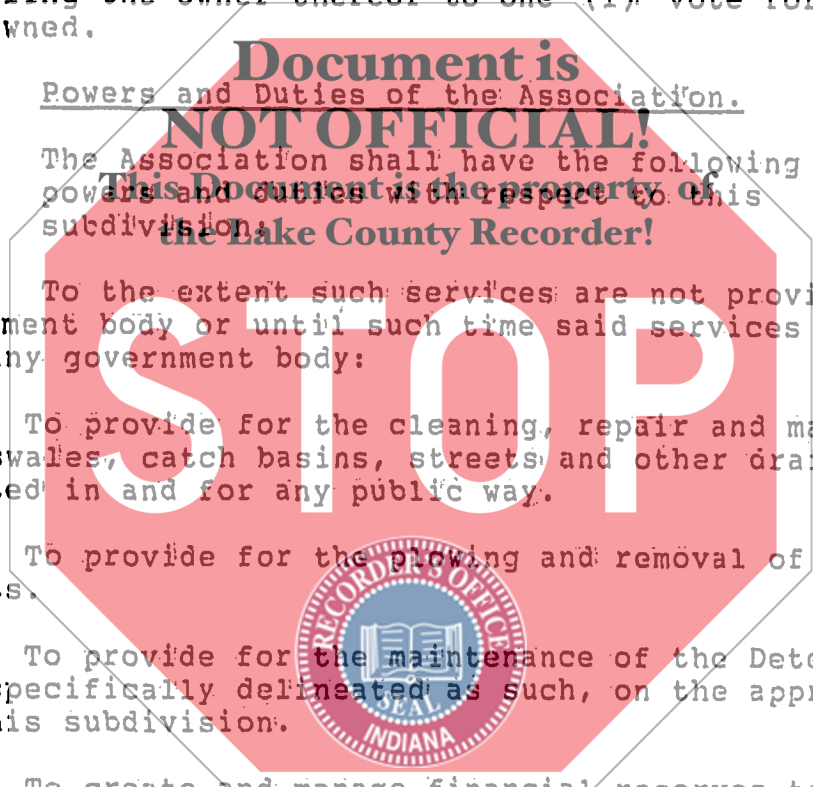
a. To provide for the cleaning, repair and maintenance gutters, swales, catch basins, streets and other drainage facilities located in and for any public way.

b. To provide for the plowing and removal of snow from the streets.

c. To provide for the maintenance of the Detention Pond, which is specifically delineated as such, on the approved Final Plat of this subdivision.

d. To create and manage financial reserves to provide for the foregoing duties.

B. Method of Providing General Funds. For the purpose of providing a General Fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Officers of the Association shall determine for each year, the total amount required for such year. If such amount, or any portions thereof, is approved by a majority number of votes available to all members of the Association, then the Association may levy an annual assessment for the property over which it has jurisdiction. Each Owner of a lot shall be assessed an equal amount. Such amount shall be determined by dividing the total



amount needed by the number of lots within the Subdivision, and such amount shall be assessed against each Owner of each lot.

In the event of the failure of any Owner to pay any assessment on or before thirty (30) days following notice to such Owner of such assessment, or the scheduled due date thereof, then such assessment shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof to the date of payment. The Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the Owner personally, and/or as a lien on said Real Estate. The Association may, at its discretion, file certificates of non-payment of assessment in the Office of the Recorder of Lake County, Indiana, whenever such assessments are delinquent. For each certificate so filed, in addition to all other sums due, the Association shall be entitled to collect from the Owner of the Real Estate described therein, a fee of Twenty-Five Dollars (\$25.00), which fee is hereby declared to be a lien upon the Real Estate so described in said certificates. Such fee shall be collectible in the same manner as provided for the law, including the right to file suit to collect same. Any expenses, costs, or fees, including reasonable attorney's fees, incurred by the Association in enforcing the obligation of the Owner to pay any such assessments shall be enforceable against the property, unless a notice thereof has been recorded with the Recorder of Lake County, Indiana, before such purchaser acquires an interest in the assessed property. Such lien shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been filed against the property for the collection of the assessment, in which case, the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

C. Expenditures Limited. The Association shall not expend more money within any one (1) year than the total amount of assessment for that particular year, plus any reserves which it may have on hand. The Association shall not enter into any contract billing the assessment of any future year and no such contract shall be valid or enforceable against the Association. The terms of this provision may be waived in the event of any emergency, upon the written consent of two-thirds (2/3) of the total number of votes available to members of the Association.

D. Term. These covenants are to run with the land and shall be binding upon all lots, the Owners thereof, and all persons claiming under them for a period of Twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by eighty (80%) percent of the then-Owners of the lots has been

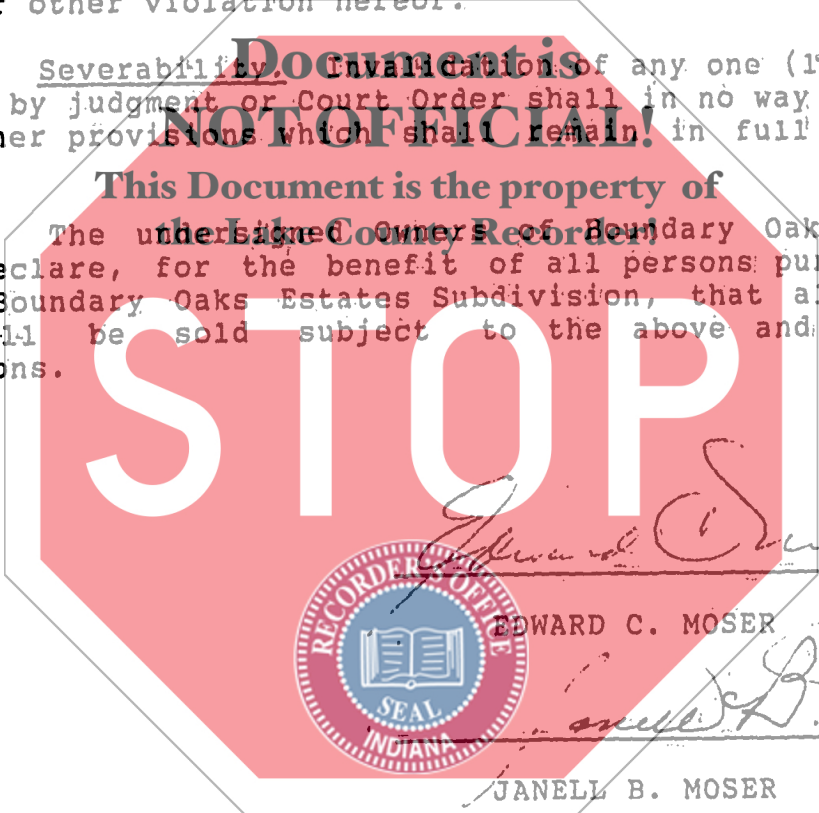
recorded, agreeing to change said covenant, in whole or in part, provided, however, that such Agreement shall only be affected if made and recorded one (1) year prior to the effective date of such change.

E. Enforcement. In addition to any other legal rights, the Owner, or Owners, present or future, of any land or lot included in the Subdivision, shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the Covenants set forth herein, or any of them, in addition to the right to bring an ordinary legal action for damages. In no event shall the failure to enforce any violation of the Covenants set forth herein be deemed to be a waiver of the right to do so as to any similar or other violation hereof.

8. Severability. Invalidation of any one (1) of these Covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

This Document is the property of

9. The undersigned County Recorder of Boundary Oaks Estates further declare, for the benefit of all persons purchase lots in said Boundary Oaks Estates Subdivision, that all of said lots shall be sold subject to the above and foregoing restrictions.



Edward C. Moser
EDWARD C. MOSER

Janelle B. Moser
JANELLE B. MOSER

EXHIBIT "A"

BOUNDARY OAKS ESTATES

ADDITION TO LAKE COUNTY, INDIANA

LEGAL DESCRIPTION:

The West 20 acres of the SW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 8, Township 34N, R-9 West of the 2nd P.M., except the W 5 acres of the S $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ of said Section 8 and also except Lots 1 and 2 in Hanover Oaks Unit #1, containing 13.649 acres more or less.

