

David Bryon 1025 W. 62nd AVE  
Merr. 46410

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KEY 3-244-1706

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**DECLARATION OF RESTRICTIVE COVENANTS**  
**BRYAN MANOR ADDITION TO LAKE COUNTY, INDIANA**

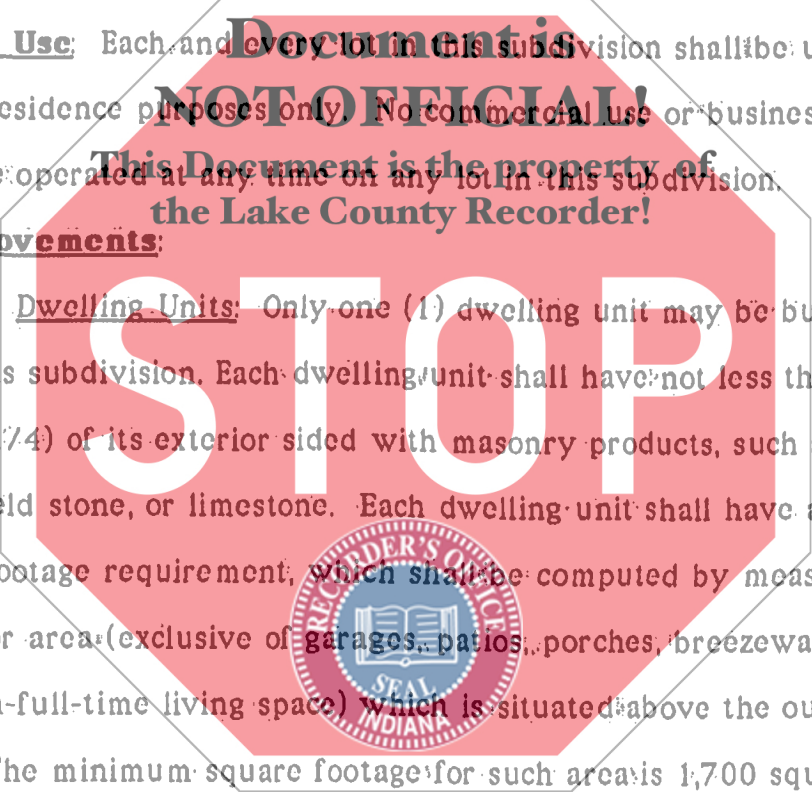
*James N. Antonio*

The Covenants set forth hereinafter shall affect and shall be binding upon all lots in this subdivision to Lake County, Indiana, from this 17th day of February, 1993, and shall be binding on any and all successive purchasers, heirs, assigns, creditors, and any other taker of title to any lot in this subdivision.

1. **Land Use:** Each and every lot in this subdivision shall be used for single-family residence purposes only. No commercial use or business of any variety may be operated at any time on any lot in this subdivision.

2. **Improvements:**

A. **Dwelling Units:** Only one (1) dwelling unit may be built on any lot in this subdivision. Each dwelling unit shall have not less than one-fourth (1/4) of its exterior sided with masonry products, such as brick, stone, field stone, or limestone. Each dwelling unit shall have a minimum square footage requirement, which shall be computed by measurement of only floor area (exclusive of garages, patios, porches, breezeways, or other such non-full-time living space) which is situated above the outside lot grade. The minimum square footage for such area is 1,700 square feet for a single-level ranch-style residences and 2,000 square feet for any other style allowed. There shall not be built on any lot in this subdivision any bi-level or raised-ranch style structure, nor any prefabricated structures, mobile homes, modular structures, or double-wide homes. All fireplaces shall be of masonry construction and shall be constructed to the outside of the residence.



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**B. Non-Dwelling Improvements:**

1) All garages shall be attached and shall fully enclose two (2) or more automobiles.

2) All driveways shall be paved with concrete, asphalt, brick, or paving block. There shall be, in addition to the above, a concrete approach from the garage to the street, of any non-concrete driveway, which shall extend for not less than ten (10) feet from such garage.

3) Satellite dishes shall be allowed, if enclosed, or otherwise sheltered from view. No other exposed antennas or masts shall be allowed.

4) Exterior lighting is allowed, provided it does not interfere with other residents' usage of their property. Such exterior lighting may include mercury vapor security lighting.

5) Swimming pools shall be in-ground only, and shall have secure fencing surrounding such pool, and shall comply with all local codes and ordinances. Fencing material shall blend into the setting, and shall be aesthetically pleasing to the view.

6) All utility services shall be underground.

7) All swales shall be maintained by the lot owner, at lot owner's expense.

8) Drainage swales on Lots 2, 3 and 5 shall be maintained, and not interfered with, and kept clean by such lot owner.

9) Trash, garbage and refuse shall be kept securely in appropriate containers, and shall be stored in garages until picked up by the appropriate waste hauler. Compost heaps and open-air burning of refuse, trash or garbage, shall be strictly prohibited.

10) Driveways: Lots 1 and 2 shall have roadway access only from 153rd Avenue; Lots 3 through 6 shall have roadway access only from Chase Street.

11) No boats, campers, recreational vehicles, trucks which exceed a three-fourths (3/4) ton rating, or any other such vehicle shall be parked outside of any fully-enclosed garage space for more than fourteen (14) days. This time limit shall be a maximum time for any calendar year.

12) 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, or any other structure shall be placed, erected or altered on any lot.

13) No derelict, damaged or inoperative vehicle of any type may be kept or stored on any lot within this subdivision at any time.

14) No fuels, oils, chemicals, or other such liquids or solids may be stored above or below ground, on any lot in this subdivision.

15) No solar panels shall be installed on any residence in this subdivision if such solar panels are visible from the outside of such residence.

16) All lots must be landscaped upon completion of construction (defined as date of issuance of occupancy permit) and must be kept maintained in a sightly manner and kept free of trash, weeds, debris and rubbish. The exterior of all structures must also be kept maintained in a clear, sightly manner at all times.

3. **Unimproved Lots:** Any unimproved lot shall be maintained by keeping its grass cut, kept free of weeds and debris, and shall at all times be free of noxious odors or any condition which would breed insects, or disease (plant or animal). In the event owners fail to cure such defects after written notice by any other title holder herein, such other title holder may clean up such noxious use and sue such owner of the offending parcel for costs of clean-up, reasonable attorney fees and costs of such action, any court of competent jurisdiction, within Lake County, Indiana.

4. **Building Permits:** All building permits must be obtained within 24 months of purchase of lot.

5. **Completion of Construction:** All external work in the construction of any building, including landscaping, shall be completed within twelve (12) months from the date of issuance of a building permit.

6. **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 commercial.

or junk vehicles. Commercial vehicles shall include all automobiles, station wagons, trucks, and vehicular equipment which bears signs or has printed on the side of same, reference to any commercial undertaking or enterprise. 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. No waste, trash or garbage of any sort shall be allowed on any lot.

7. **Architectural Control:** Each residential dwelling unit shall be different in color and architectural style from any other dwelling unit within the subdivision. Each residential dwelling unit shall be aesthetically compatible with the others, in style, design, color and quality of construction. No architectural control committee shall exist, but any lot owner may have standing to separately enforce these Restrictive Covenants, and may recover costs and attorney fees, if successful, from the offending party.

8. **Animals:** No horses, livestock, poultry, or exotic animals may be kept on any lot at any time. No animal, whether offending or non-offending, may be kept outdoors for more than twelve (12) hours in any day. No outdoor pens or chains, ropes, or method of tying up such animal may be used on any lot. No animals may be bred for commercial purposes on any lot in this subdivision. No authorized animal shall be allowed to run loose through this subdivision at any time.

9. **Weapons:** No weapons, whether air, pellet, or firearm, may be discharged on any lot within this subdivision. The use of firearms or other dangerous and/or deadly weapons within the subdivision is strictly forbidden. No hunting, target practice or any other use of firearms or other weapons, including archery, shall be allowed.

10. **Woodlands, Wetlands, and Habitat Preservation:** No tree over the diameter of three (3) inches, measured one (1) foot above grade shall be removed, unless it directly interferes with dwelling unit construction, driveway construction, or for health or safety reasons. Any area of wetland which may be habitat to wildlife shall be preserved. The term "wetland" is not intended to include or be restricted to U.S. Army Corps of Engineers definition, but rather is intended to preserve the natural environment that is supportive of local wildlife, and still be in harmony with the construction of the dwelling unit.

11. **Fences:** Metal fences and/or vinyl coated metal fencing and support posts are not permitted to be erected on any lot in this subdivision. All fences shall be constructed both of materials and in a manner that does not detract from the natural quality and aesthetic appearance of any existing natural area within the subdivision. In addition, no fence of any kind shall be 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. Any fences constructed within this subdivision shall be kept in good repair by the owner.

12. **Signs and Street Address Numbers:** No exterior signs of any type shall exist, except the required sculpting of local street address numbers into a block of stone to be incorporated into required masonry or brick exterior. Each dwelling unit shall have the numerical part of its street address sculpted into a

block of stone, said numerals highlighted or illustrated by black backing or paint, in figures at least five (5) inches high, for each numeral. Said block shall be placed on each dwelling unit so that it is visible from the street servicing said lot, via driveway cut.

13. **Trash and Waste Storage and Disposal**: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Equipment for storage or disposal of such material shall be kept in a clean and sanitary condition within the constructed residence at all times. No external storage of trash, rubbish or garbage shall be permitted at any time.

14. **Covenants are Binding**: These Covenants and Restrictions are to run with the land and shall be binding upon all purchasers, heirs and any and all persons claiming under purchasers, heirs or assigns for a period of 25 years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a sixty percent (60%) majority of the then owners of all the lots has been recorded, agreeing to change of said covenants in whole or in part.

15. **Enforcement of Covenants**: Enforcement shall be by proceedings of law or equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages by any lot owner in this subdivision. It is expressly intended that any lot holder, his heirs or assigns, shall have standing to enforce any Covenant herein.

16. **Failure to Enforce**: The failure to enforce any of the Covenants herein set forth as to any violation by the developer, its agents and/or assigns, or any property owner, of any term, condition or covenants contained herein, shall

not constitute a continuing waiver or a waiver of any subsequent breach of the same or different terms, conditions or covenants herein. Moreover, no such failure to enforce shall entitle any owner to claim, sue for, or receive any damages or other payment from developer. In addition, if developer is named by any owner in any legal action, developer shall be entitled to recover from said owner reasonable attorney fees in defending said action. Should for any reason the developer be unable or unwilling to enforce these Covenants, each lot owner shall be permitted to initiate enforcement action against another owner at their own expense and may recover reasonable attorney fees from the offending party, if successful.

17. **Remedies:** The developer, owner or owners, present or future, of any land or lot included in said subdivision shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof, and also compensatory and consequential 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. The developer, however, shall be entitled to recover attorney fees and other costs and expenses incurred in the enforcement of the provisions of this agreement from any owner or owners in violation of the same.

18. **Waiver.** The developer may waive any of the covenants or any portion thereof. For instance, should the owner desire to use new or innovative building materials, new types of construction, or other items not specifically addressed herein, the developer may consider those items on a case-by-case basis. If such waiver is by a document duly executed by said developer acknowledged and recorded with the Recorder of Deeds of Lake County, Indiana, the same



shall permanently waive the benefits of the Covenants for the benefit of the property benefitted, and shall be binding upon said various owners and their respective successors and assigns.

These Restrictive Covenants are intended to run with the land, bind future heirs, assigns, devisees, creditors and purchasers (for value or not) and as such, these Restrictive Covenants are made, adopted, and attached to the real property herein legally described, this 17th day of February, 1993.

Document is  
**NOT OFFICIAL**

This Document is the property of  
the Lake County Recorder!

*David A. Bryan*  
David A. Bryan, Developer

*Jerry L. Bryan*  
Jerry L. Bryan, Developer

STATE OF INDIANA, COUNTY OF LAKE, SS:

Subscribed and Sworn to before me, the undersigned, a Notary Public in and for Lake County, Indiana, this 17th day of February, 1993.

My Commission Expires:

5/29/94



*Elaine L. Kolb*  
Elaine L. Kolb, Notary Public

County of Residence: Porter