

16003 Chestnut St. Lowell 46356  
Tim Pratt

**FILED**

DECLARATION OF RESTRICTIONS FOR  
WHITETAIL ACRES SUBDIVISION  
LAKE COUNTY, INDIANA

93041492

JUN 28 1993

New Keys 1-168-1411

*David N. Antonio*  
LAKE COUNTY

THIS DECLARATION, made this 20th day of April,

1993, by Demotte State Bank Trust No. 117 (hereinafter referred to as the "Developer").

W I T N E S S E T H ;

WHEREAS, Developer is the owner of real property described in Clause I of this Declaration and is desirous of subjecting said real property to the conditions, options, restrictions, reservations, undertakings, agreements and easements hereinafter set forth (sometimes hereinafter collectively referred to as "Covenants"), each and all of which is and are declared to be equitable servitudes binding upon the property so designated and each owner thereof every other party having any interest therein, and shall inure to the benefit of and pass with said property, and each and every parcel thereof.

NOW, THEREFORE, Developer hereby declares that the real property described in and referred to in Paragraph 1 of Clause I hereof, is, and shall be, held, transferred, sold, conveyed, and occupied subject to these Covenants.

CLAUSE I.

PROPERTY SUBJECT TO AND BENEFITTING FROM THIS DECLARATION

1. WHITETAIL ACRES SUBDIVISION. The real property which is the property benefitted is, and shall be, held, transferred, sold, conveyed, used and occupied subject to the Covenants, and is commonly known as WHITETAIL ACRES SUBDIVISION, (herein sometimes referred to as "Whitetail Acres"), located in Lake County, Indiana, and is more



JUN 28 2 31 PM '93  
SANDY BRILLOH  
RECORDER

STATE OF INDIANA/S.S.NO.  
LAKE COUNTY  
FILM FOR RECORD

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particularly described as follows, to wit:

Part of the South Half of the NW 1/4 and Part of the North Half of the SW 1/4 of Section 30, Township 33 North, Range 9 West of the 2nd P.M. described as follows: Commencing at the Southwest corner of the North Half, SW 1/4 of said Section 30; thence North 00° 07' 17" West, along the West line of said Section 30, 540.67 feet; thence North 42° 07' 17" East 482.26 feet to the POINT OF BEGINNING; thence South 87° 35' 20" East 2197.45 feet; thence North 00° 24' 55" West 1790.27 feet to the northeast corner of the South Half, NW 1/4 of said Section 30; thence North 88° 39' 38" West along the North line of the South Half, NW 1/4 of said Section 30, 439.46 feet; thence South 17° 47' 58" West, 524.80 feet; thence South 01° 40' 53" West, 497.03 feet; thence South 01° 04' 15" West, 253.67 feet to the centerline of 185th Avenue; thence North 74° 45' 48" West, 407.65 feet; thence North 69° 21' 20" West, 201.41 feet; thence North 63° 52' 43" West, 225.72 feet; thence North 81° 17' 43" West, 438.92 feet more or less to the centerline of Calumet Avenue; thence South 18° 46' 30" West, 509.39 feet; thence South 20° 19' 06" West, 70.01 feet; thence South 25° 25' 01" West, 99.98 feet; thence South 31° 35' 20" West, 100.06 feet; thence South 37° 58' 38" West, 99.99 feet to the POINT OF BEGINNING, containing 46.26 acres more or less, all in Lake County, Indiana.

2. WAIVER. The Developer may waive in whole or in part the benefits of the Covenants. 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 benefited and shall be binding upon said various owners and their respective successors and assigns.

#### CLAUSE II.

##### GENERAL PURPOSES OF THIS DECLARATION

This Subdivision is subject to the Covenants to insure proper use and appropriate development and improvement of Whitetail Acres and every part thereof; to protect each and every owner of any part of Whitetail Acres 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 Whitetail Acres 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 Whitetail Acres 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 Whitetail Acres, their respective legal representatives, heirs, successors, grantees, and assigns.

**Document is  
NOT OFFICIAL!**

**CLAUSE III  
This Document is the property of  
the Lake County Recorder!**  
GENERAL RESTRICTIONS

1. LAND USE. Each lot shall be used, exclusively, as a site for a dwelling for private residence purposes only by one family. Once the developer transfers legal title from himself to an owner, no further resubdivision shall be permitted and no lot owner shall provide access over and across a lot to any other real estate without the express written permission of the developer.

2. DWELLING SIZE. The minimum square footage of living area shall be 1600 square feet on the main level for a ranch-styled house, 2000 square feet for all other styles, with at least 1600 square feet on the main level of a bi-level (raised ranch) styled house. Minimum of 2 car attached garage required.

3. ARCHITECTURAL CONTROLS. Home styles shall be compatible with the existing area and the contour of the land. Only site built homes shall be permitted. No building, nor any structure, shall be moved to any lot in the subdivision. No temporary structures shall be allowed. Minimum roof pitch is

shall be responsible in any way for any defects in plans, specifications, or other material submitted to it, nor for any defects in any work done according thereto.

4. 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. The total square footage of said additional structure shall not exceed the aloted square footage the County allows, per lot size. The structure must match the dwelling as closely as possible.

5. BUILDING LOCATION. No house, garage, or other structure shall be located closer than 25 feet from a side property line. No house, garage or other structure shall be located closer than 100 feet from the front or rear property lines of any lot.

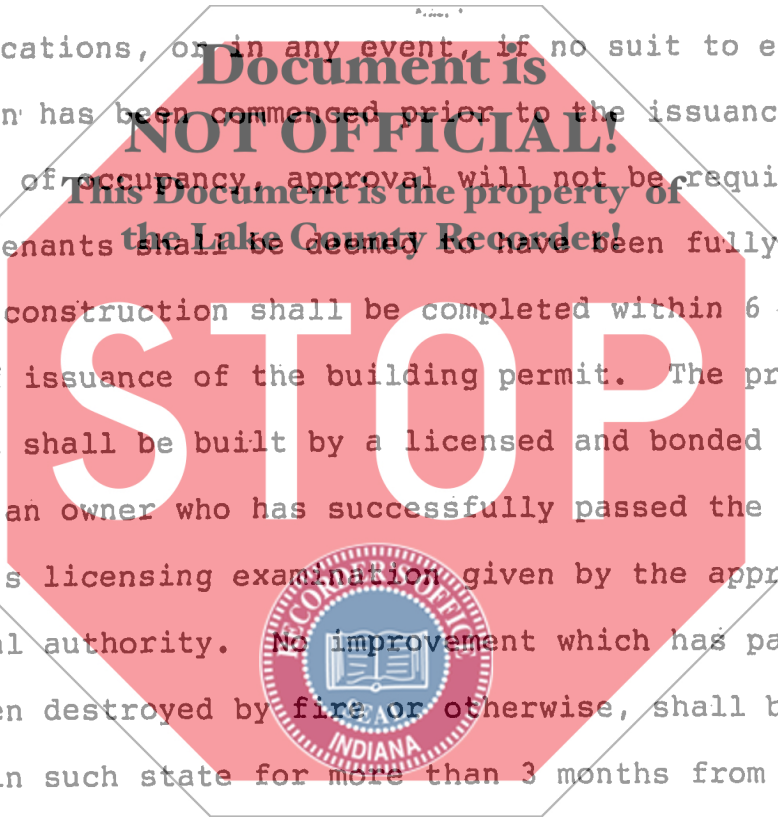
6. FENCES. Metal fences and vinyl coated metal fencing and support posts shall not be permitted to be erected on any lot in the subdivision. All fences shall be constructed of such other materials and in a manner which does not detract from the natural appearance of the existing geographic area within the subdivision.

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

- (1) Remove all debris or rubbish.
- (2) Prevent the existence of any other that

4' rise in 12' run. Unlimited time to build, but once construction is started, the dwelling must be completed in 6 months.

A written copy of all plans and all specifications shall be submitted to the Developer, or its designated agent(s), and subject to its written approval. Approval or disapproval shall be given in writing within 30 days after receiving complete plans and specifications. In the event written approval or disapproval is not obtained within 30 days after submission of complete plans and specifications, or in any event, if no suit to enjoin the construction has been commenced prior to the issuance of the certificate of occupancy, approval will not be required and the related Covenants shall be deemed to have been fully complied with. All construction shall be completed within 6 months from the date of issuance of the building permit. The primary residence on said lot shall be built by a licensed and bonded general contractor or an owner who has successfully passed the general contractor's licensing examination given by the appropriate governmental authority. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than 3 months from the time of such destruction or damage. After all lots have been built upon, or at such earlier time as the Developer deems appropriate, the architectural control of the subdivision shall be vested with and continued by a simple majority of the lot owners granting approval, thereby turning over complete architectural control to property owners themselves, and the Developer shall thereupon be relieved and discharged from all such duties so assigned. Neither the lot owners, nor any agent(s) thereof, nor the Developer,



10. COMBINED DRIVEWAYS. Construction and

maintenance to be shared by neighboring lot owners. The first builder will have to assume the full cost of shared driveway; the second builder will have to reimburse half the cost to the first builder. Maintenance to be shared there on.



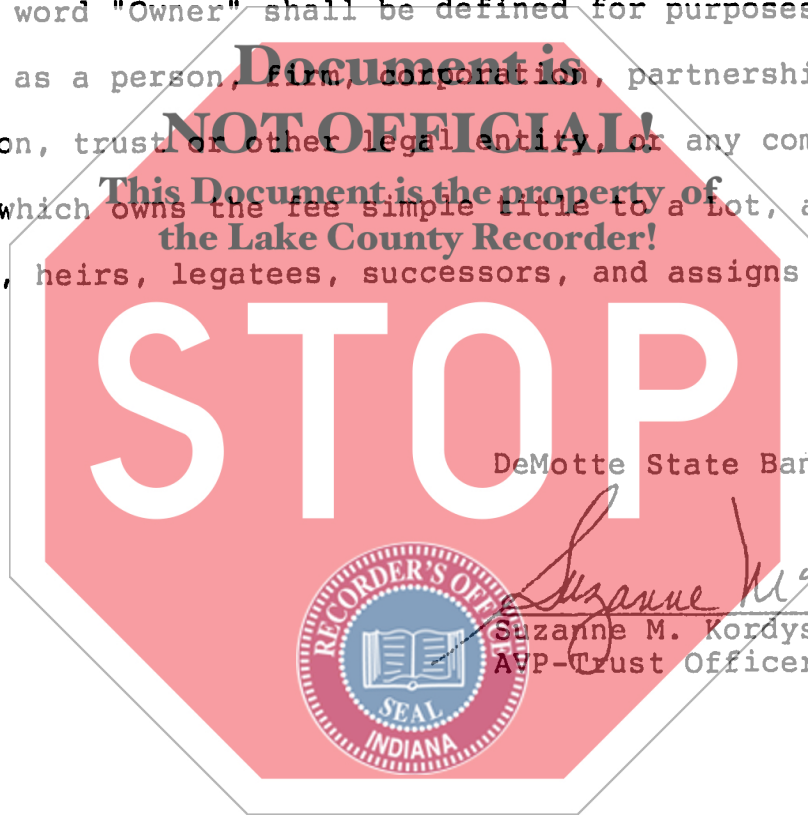
3. REMEDIES. The Developer, owner or owners, present or future, of any land or lot included in said Subdivision shall be entitled to injunctive relief against any violation, or attempted violation, of the provisions hereof, and also damages for any injuries resulting from any violation thereof; but there shall be no right or reversion or forfeiture of title resulting from such violation. The developer 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.

4. ASSIGNMENT. Developer reserves the right to assign all or any of the rights, privileges, powers and duties herein retained or reserved by the Developer by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Lake County, Indiana, and Developer 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 Developer, its agent(s) and/or assigned, 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 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.

6. 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 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 executors, heirs, legatees, successors, and assigns thereof.



DeMotte State Bank Trust #117

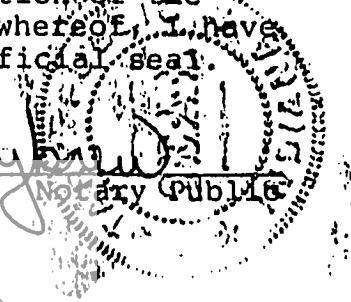
*Suzanne M. Kordys*  
Suzanne M. Kordys  
AVP-Trust Officer



STATE OF INDIANA )  
 )SS:  
COUNTY OF Lake )

Before me the undersigned, a Notary Public in and for said County and State, on this 20th day of April, 1993, personally appeared DeMotte State Bank Trust #117 Suzanne M. Kordys, Officer, been first duly sworn, acknowledged the execution of the foregoing Restrictive Covenants. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

*Kelly A. Whybren*  
Kelly A. Whybren  
Notary Public

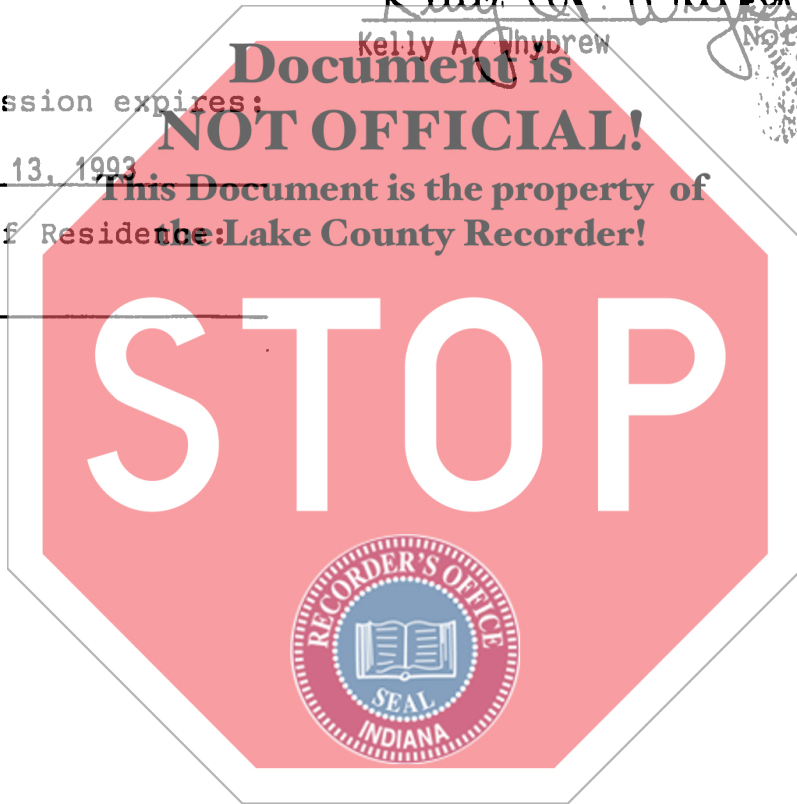


My commission expires:

November 13, 1993

County of Residence: Lake County Recorder!

Newton



reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.

(3) Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

(4) Vacant lots are to be mowed monthly.

8. NUISANCES. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No waste, trash or garbage of any sort shall be allowed on any lot.

9. 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.

CLAUSE 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 TERMS 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 20 years from the date of recording of this document, after which time said Covenants shall automatically extend for successive periods of 10 years, unless a signed agreement by 75% (or more) of the then property owners of said lots has been recorded, modifying these Covenants in whole or in part.