

BRS Development
P.O. Box 509
Griffith, In.
746319

**SARA'S ADDITION TO THE TOWN OF HIGHLAND
SUBDIVISION RESTRICTIONS**

93055666

CLAUSE I:

PROPERTY SUBJECT TO AND BENEFITTING FROM THIS DECLARATION

1. **THIS SUBDIVISION.** This real property which is, and shall be occupied subject to the Covenants (hereinafter referred to as "This Subdivision"), and is commonly known as SARA'S ADDITION, in the Town of Highland, Lake County, Indiana, is located in Lake County, a subdivision plat of which is or is intended to be recorded in the Office of the Recorder of Deeds of Lake County, Crown Point, Indiana.

2. **PROPERTY BENEFITED.** Covenants shall be for the benefit of all of the above described land in This Subdivision.

3. **LIMITED AREA.** The obligations set forth in the Covenants shall be binding only upon the above-described land in This Subdivision.



This Subdivision is subjected to the Covenants to insure proper use and appropriate development and improvement of This Subdivision and every part thereof; to protect each and every owner of any part of This Subdivision against such use of Lots in This Subdivision 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 This Subdivision and the use and enjoyment of property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper set backs from streets, and adequate free spaces between structures; and in general to provide adequately for a type and quality of improvements in This Subdivision consonant with the Covenants. It is the intention and purpose of these Covenants to assure that all dwellings in This Subdivision shall be of a quality of design, workmanship, and materials.

BUILDING. Any structure having a roof, supported by columns or by walls or other means or other structure intended or used for the shelter, housing, or enclosure of any person, animal, or chattel.

DECLARANT. John M. Bach and Roy Regeski.

DWELLINGS. A residential building or portion thereof but not including hotels, motels, rooming houses, nursing homes, tourist homes, mobile homes, or trailers.

LOT. A parcel of land in This Subdivision, under common fee ownership; which may or may not coincide with a lot of record, occupied by or intended for occupancy by one dwelling and having frontage upon a street.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes through the front, side, and rear lot lines.

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LOT, FRONT. The boundary line of a lot which is along a dedicated street line.

LOT, SIDE. Any boundary line of a lot which is not a front or rear lot line.

LOT, REAR. The linear boundary of a lot which is most distant from the front lot line.

STRUCTURE. Any stationary object erected, constructed or placed on the property or attached to something having a permanent location on or in the ground.

CLAUSE IV

GENERAL RESTRICTIONS

1. **DWELLING QUALITY AND SIZE.** Any dwelling erected upon a lot shall be constructed in accordance with the applicable governmental building and zoning codes, and the area inside the foundation walls or footings of the dwelling, exclusive of attached garages, open terraces, porches, and breezeways, shall be:

A. No dwelling may be established, erected or changed so that its ground floor area, in square feet, is less than that prescribed by the following table:

	W/ Basement	W/O Basement	Other
One Story			
Single Family	1100	1300	----
Double	----	----	1600 (800 per unit)
Two Story			
Single Family	900	----	----
Double	----	----	500
Duplex	----	----	800
Tri & Bi Level (Single Family)	----	----	1100

B. No private garage, accessory to a private dwelling, shall exceed seven hundred twenty (720) square feet for a single family dwelling, nor nine hundred (900) square feet for double or duplexes.

2. **SETBACK LINES.** No building or any part thereof, including garages and porches, shall be erected on any lot nearer to the front lot line or side lot line than the minimum setback shown on the recorded plat of subdivision of This Subdivision. If there is no indication on the plat of subdivision of minimum front or side setback lines, the following setback lines shall be deemed applicable to the extent not shown:

- A. Front Setback - Twenty Five (25) Feet from the front lot line.
- B. Side Yards - Five (5) Feet from the side lot line.
- C. Rear Setback - Twenty (20) Feet from the rear lot line.

3. **DRIVEWAYS.** Access driveways and other paved areas for vehicular use on a lot shall have a compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphalt, concrete, or the equivalent thereof.

4. **EASEMENTS.** Declarant hereby declares, grants, and reserves the following easements in This Subdivision for the benefit of each and all of the lots, parcels, and lands located in This Subdivision.

A. Over the portion of This Subdivision delineated by dotted lines on the plat of subdivision and designated "Utility Easement" an easement is hereby granted to the Town of Highland, Indiana, Indiana Bell Telephone Company, U. S. Cable of Northern Indiana, and the Northern Indiana Public Service Company, severally and to their respective successors and assigns, to install, lay, erect, construct, renew, operate, replace and maintain sewers, water mains, gas mains, conduits, poles, and wires, either overhead or underground with all necessary braces, guys, anchors, and other appliances in, upon, along and over the strips of land designated by dotted lines on the plat public in general with sewer, water, gas, electricity, telephone, and cable television, including the right to use streets where necessary. No permanent buildings shall be placed on said easement but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such utility purposes.

5. **LANDSCAPING.** All yards not occupied by a structure, driveway, or sidewalk shall be landscaped with trees, bushes, and grass and said landscaping shall be maintained in perpetuity by the homeowner or designate thereof. Sod shall be placed within the front upon completion of the home construction.

6. **PROHIBITIONS.** The following activities and uses are prohibited on all lots and in all buildings and structures located in This Subdivision.

A. No noxious or offensive activity shall be carried on, or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

B. No horses, cattle, swine, goats, poultry, fowl, or other livestock shall be kept or maintained on any lot.

C. No burning of refuse or leaves shall be permitted in any part of This Subdivision.

D. The parkway located between the pavement and the lot line shall of each lot shall not be used for parking of vehicles, trailers, mobile homes, boats, or recreational vehicles.

E. No building previously constructed elsewhere or of modular construction shall be moved or built upon any lot in This Subdivision.

F. No residence or structure of any kind of what is commonly known as "box" or "sheet metal" construction shall be built on any of the lots in This Subdivision.

G. No rubbish, trash, garbage, or other waste materials shall be kept or permitted in any lot or on common area except in sanitary containers located in appropriate areas concealed from public view.

H. No undomesticated animal or any other animal having usually vicious propensities shall be kept or maintained in This Subdivision.

J. No trailer, basement, tent, shack, garage, shed, barn, or other outbuilding erected in This Subdivision shall any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

I. No signs or advertisements shall be displayed or placed on any lot or structures in This Subdivision, except real estate signs advertising property for sale.

K. Five (5) foot wide concrete public sidewalks shall be installed across each lot according to the applicable standards and ordinances of the town of Highland.

L. No outbuildings, excepting garages and utility buildings, shall be constructed upon any lot in This Subdivision.

M. Real Estate may be used for residential purposes only.

N. All structures shall be constructed in conformance to the standards and conditions as set for in the Northern Indiana Public Service Company "Good Sense" program.

7. **APPROVAL OF PLANS.** For the purpose of further insuring the development of land so platted as an area of high standards, no buildings shall be erected, placed, commenced, altered, or maintained on any lot in This Subdivision until the building plans, specifications, and plot plans showing the location of such building have been submitted to and approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Declarant. Whether or not provisions thereof are specifically stated in any conveyance of a lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless the plans and specifications therefor and plot plan have been approved in writing by the Declarant. Such building, wall, or structure shall be placed upon the premises only in accordance with the plans, specifications, and plot plans so approved. Refusal of approval of plans and specifications by said Declarant may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alteration in the exterior appearance of buildings or structures shall be made without like approval.

8. **EFFECT OF BECOMING AN OWNER.** The owners of a lot subject to these restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of the Declarant with respect to these restrictions, and also, for themselves, their heirs, personal representatives, successors, and assigns, such owners covenant, agree, and consent to and with the Declarant, and to and with the owners and subsequent owners of each of the lots affected by these restrictions to keep, observe, comply with and perform such restrictions and agreements.

9. **TITLES.** The titles preceding the various paragraphs and subparagraphs of the restrictions are for the convenience of reference only, and one 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.

10. **DURATION.** The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until 30 years from date of recording, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then owners of a majority of the lots.

11. **SEVERABILITY.** Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the restrictions.

12. REMEDIES.

A. The Declarant or any party to whose benefit these restrictions inure, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these restrictions, to recover damages or both, but the Declarant shall not be liable for damages of any kind to any person for failing to enforce or carry out any of the restrictions.

B. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence, or continuation of such violation or violations of the restrictions.

14. MISCELLANEOUS:

A. Declarant reserves the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument of 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 Declarant shall thereupon be relieved and discharged from all such duties so assigned.

B. Each owner of a lot in This Subdivision shall file their correct mailing address with the Declarant and shall notify Declarant promptly in writing of any subsequent change of address. A written or printed notice deposited in the United States Post Office, postage paid, and addressed to any owner at the last address filed by such owner by Declarant shall be sufficient and proper notice to such owners wherever notices are required.

EXECUTED this 18 day of August, 1993.

Owners

Roy Regeski
Roy Regeski

John M. Bach
John M. Bach

STATE OF INDIANA)
)
COUNTY OF LAKE)

Before me, Judith A. Vaughn, a Notary Public in and for said County and State, on this day personally appeared Roy Regeski and John M. Bach known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed said instrument for the purposes therein expressed.

Given under my hand and seal of office this 18th day of August, 1993.

Judith A. Vaughn
Notary Public,

My Commission Expires: 11-04-93

This instrument prepared by John M. Bach