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Stivens Development Partnership
707 N. Main St.
Crown Point, IN
46307

FILED

NOV 08 1995
KEYS 5-106-1 to 3
SAM ORLICH
AUDITOR LAKE COUNTY
LOTS 1 to 3

DECLARATION OF RESTRICTIONS FOR
OAK TREE WOODS SUBDIVISION
LAKE COUNTY, INDIANA

Document is
THIS DECLARATION, made this 23 day of August,
1995, by Stivens Development Partnership and Esther Doak
(hereinafter referred to as the "Developer")

WITNESSETH:

WHEREAS, Developer 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
equitable servitudes binding upon the property so designated and
each owner thereof and 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.



95068338

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
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RECORDER
SAM ORLICH

plot # 95068338

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CLAUSE I

PROPERTY SUBJECT TO AND BENEFITTING FROM THE DECLARATION

1. OAK TREE WOODS 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 OAK TREE WOODS SUBDIVISION, herein sometimes referred to as "Oak Tree Woods"), located in Lake County, Indiana, and is more particularly described as

follows, to wit:

Part of the Northwest quarter of the Southeast Quarter of Section 2, Township 33 North, Range 8, West of the 2nd Principal Meridian, more particularly

described as follows: Commencing at the Northwest corner of the Southeast Quarter of Section 2; thence N 88°08'00" E 500.19 feet along the North line of said Quarter Quarter to the point of beginning; thence continue along said North line N88°08'00" E 666.93 feet to a point 166.73 feet (10 rods) West of the Northeast corner of said Quarter-Quarter; thence S2°36'41 E 1076.55 feet to the center line of South Grove Road; thence N49°06'42"W.919.35. along said center line; thence N2°36'41"W 452.38 feet to the point of beginning containing 11.70 Acres more or less all in Lake County, Indiana.

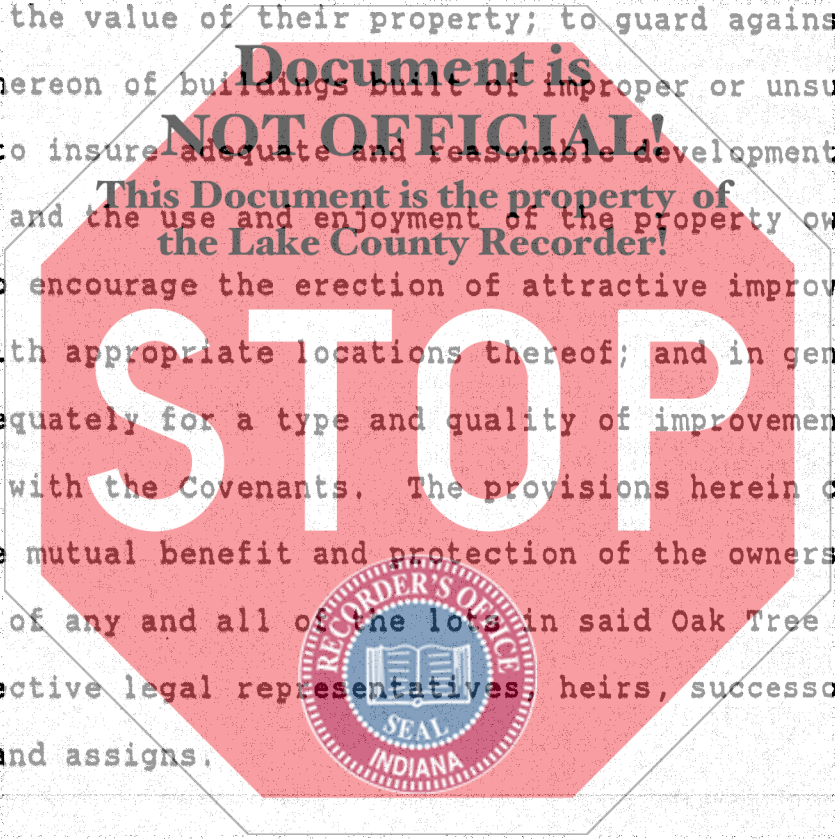
2. WAIVER. The Developer may waive in whole

or in part the benefits of the Covenants. If such waiver is by a document duly executed by said Developer and Owner, 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.

CLAUSE II

GENERAL PURPOSES OF THIS DECLARATION

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



CLAUSE III

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 1800 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 4 foot rise in 12 foot 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 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, 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 trailers, 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 allotted 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 50 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 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:

(1) Remove all debris or rubbish.

(2) Prevent the existence of any other that 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) No trees over 3" in diameter may be cut down without prior written consent of developer (except areas for building and septic field).

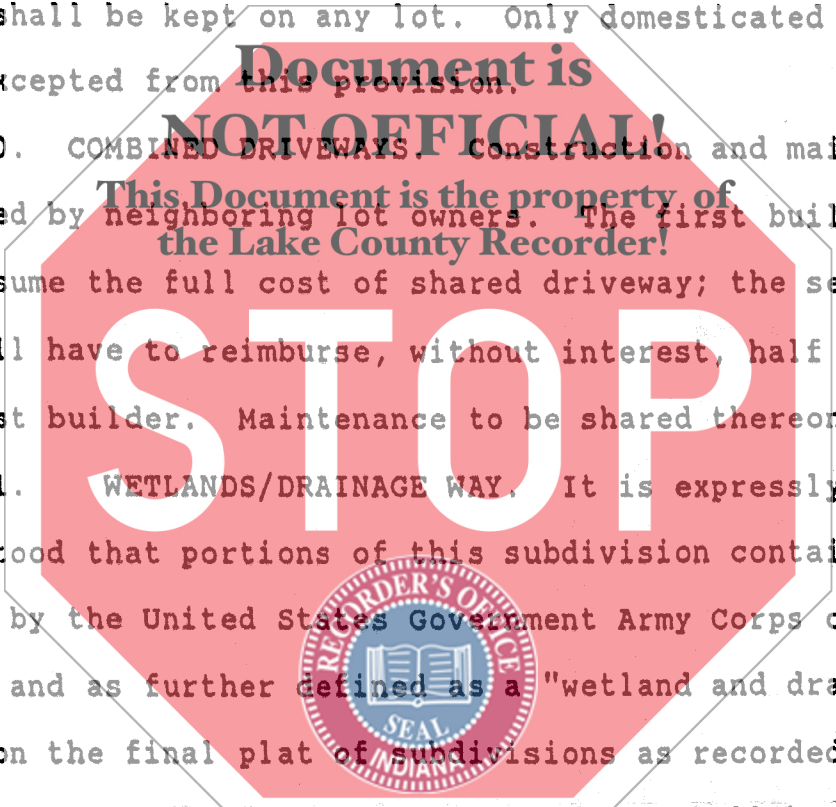


8. NUISANCES. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No waste, trash or garbage of any sort shall be allowed on any lot.

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.

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, without interest, half the cost to the first builder. Maintenance to be shared thereon.

11. WETLANDS/DRAINAGE WAY. It is expressly agreed and understood that portions of this subdivision contain wetlands as defined by the United States Government Army Corps of Engineers, and as further defined as a "wetland and drainage easement" on the final plat of subdivisions as recorded in Lake County, Indiana. Any entity purchasing a lot shall be subject to any and all Federal, State, and Local government regulations as they apply to wetlands.



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.

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, easements, 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 an owner in any legal action, Developer shall be entitled to recover from said owner reasonable attorney fees in defending said action.

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

STATE OF INDIANA

COUNTY OF LAKE

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the Lake County Recorder!**

Before me the undersigned, a Notary of Public in and for said County and State, on this 23rd day of August, 1995, personally appeared Wm. Mullins, Personal Rep of Estate of Esther Dork, deceased, 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.

Estate of Esther Dork
William H. Mullins Personal Rep
Wm. Mullins



My Commission expires:

JANUARY 18, 1997

County of Residence:

PORTER

Marcella Duke Mason
MARCELLA DUKE MASON - Notary Public