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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF VONASCH PLACE**

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF VONASCH PLACE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VONASCH PLACE is made this 13th day of February, 1996 by CARL VONASCH AND CAROL VONASCH (hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner and developer of the real property described below (the "Property" or the "Development"); and

WHEREAS, Declarant intends by this Declaration to impose upon the Development mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Vonasch Place made subject to this Declaration (and amendments hereto) by the recording of this Declaration; and

WHEREAS, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Development, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such property subject to this Declaration; and

WHEREAS, Declarant anticipates that certain aspects of the overall Development will be of benefit to the Owners, including, but not limited to, drainage system, central landscaping features, central signage for the Development, and common elements related to services to be provided to the residents of the Development; and

NOW, THEREFORE, Declarant hereby declares that all the Development described herein below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions (hereinafter sometimes referred to as the "Restrictions") which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Development or any part thereof, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner thereof.

## **ARTICLE I**

### **PROPERTY SUBJECT TO AND BENEFITTING FROM THIS DECLARATION**

1. **Vonasch Place.** The real property, which is the property benefited, is, and shall be held, transferred, sold, conveyed, used and occupied subject to the Covenants, and is commonly known as Vonasch Place Subdivision (herein sometimes referred to as "Vonasch Place"), located in Lake County, Indiana, and is more particularly described as follows, to-wit:

Lots 1, 2 and 3 of Vonasch Place Addition to Lake County, Indiana being a resubdivision of Nauracy's Addition to Lake County, Indiana as per plat thereof, recorded in Plat Book 71, page 98, in the Office of the Recorder of Lake County, Indiana

a subdivision plat of which was recorded on the \_\_\_\_ day of \_\_\_\_\_, 1996, in Plat Book \_\_\_\_, page \_\_\_\_, in the Office of the Recorder of 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 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.

## **ARTICLE II**

### **GENERAL PURPOSES OF THIS DECLARATION**

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

## **ARTICLE III**

### **GENERAL RESTRICTIONS**

1. **Land Use.** Each lot shall be used, exclusively, as a site for a dwelling for private residence purposes only by a single family, related by blood, adoption or marriage, and in addition, servants employed in and upon the residence. No further resubdivision shall be allowed.

2. **Dwelling Size.** The minimum square footage of living area shall be 1,800 square feet. All houses shall have an attached garage.

3. **Architectural Controls.** Architectural control of the site plan, design, and style of the house and/or associated structures, final grading of the lot, quality of materials, and approval of all plans shall be required prior to the construction of any dwelling or structure. Home styles shall be compatible with the existing area and the contour of the land. At least 40% of the front facade of the house shall be brick or masonry. Only site built homes shall be permitted. No building, nor any structure, shall be moved to any lot in the subdivision. No modular, nor mobile homes, shall be allowed. No temporary structures shall be allowed.

A written copy of all plans and all specifications shall be submitted to the Declarant, or its designated agent(s), and/or successor(s), and subject to its written approval. Approval or disapproval shall be given in writing within thirty (30) days after receiving complete plans and specifications. In the event written approval or disapproval is not obtained within thirty (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 completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with. All construction, including landscaping, shall be completed within twelve (12) months from the date of issuance of the building permit. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. The Declarant shall not be responsible in any way for any defects in plans, specifications, or other materials 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. No unattached or attached garage, barn, storage shed, outbuilding, or any other structure shall be placed, erected or altered on any lot.

5. **Building Location.** All houses, garages, or other structures shall be located within the boundary lines of each lot in Vonasch Place in accordance

to the setback and side yard requirements as identified below. No residence shall be located on any lot nearer to the front lot line than 100 feet, nor shall such residence be located nearer to the side lot line than 30 feet. No residence shall be located any nearer to the rear lot line than an amount equal to 25% of the lot width.

6. **Fences.** Fences may not be installed in the front or side yard and may only enclose no more than 50% by area of any required rear yard for the purpose of protecting pools, patios or other ancillary functions. Dog runs and similar type structures shall not be allowed.

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:

- (i) remove all debris or rubbish
- (ii) remove all weeds and unsightly growth;
- (iii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision; and
- (iv) keep the exterior of all improvement in such state of repair or maintenance as to avoid their becoming unsightly.

8. **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 for commercial purposes. No campers, boats, trailers, commercial vehicles or trucks shall be stored on the premises, provided, however, that boats, campers and trailers for recreational use may be placed temporarily on the premises and immediately prior to or after their use for a period of 48 hours.

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. **Weapons.** The use of firearms or other dangerous and/or deadly weapons within the Subdivision is strictly forbidden. No hunting, target practice, nor any other use of firearms or other weapons is allowed.

11. **Antennas and Solar Heat Panels.** No exposed antennas, satellite dishes, or solar heat panels shall be allowed on any lot or on any residence on any lot which is visible from outside such residence.

12. **Clothes Lines.** No outside clothes lines, drying racks or similar type devices shall be erected, raised or rigged or constructed on any lot.

13. **Driveways.** All driveways and parking areas shall be rigid surface. Rigid surface is defined as paving brick, blacktop or rigid poured concrete.

#### **ARTICLE IV**

#### **GENERAL PROVISIONS**

1. **Severability.** In the event 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 Term 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 twenty (20) years from the date of recording of this document, after which time said Covenants shall automatically extend for successive periods of ten (10) years, unless a signed agreement by all of the then property owners of said lots has been recorded, modifying these Covenants in whole or in part.

3. **Remedies.** The Declarant, owner or owners, either jointly or severally, 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 of reversion or forfeiture of title resulting from such violation.

4. **Assignment.** Declarant reserves the right to assign all of any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Lake County, Indiana, and Declarant 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 Declarant, its agent(s) and/or assigns, 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 Declarant. In addition, if Declarant is named by any owner

in any legal action, Declarant shall be entitled to recover from said owner reasonable attorneys fees in defending said action.

6. **Amendment.** This Declaration may be amended unilaterally at any time and from time to time by Declarant, (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to engage any reputable title insurance company to issue title insurance coverage with respect to the lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loan, including, for example, the Federal housing Administration, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any owners lot unless any such lot owner shall consent thereto in writing. Further, so long as Declarant owns any property in the Development or is capable of being annexed thereto, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any lot owner hereunder, nor shall it adversely affect title to any lot without the consent of the affected lot owner.

7. **Limitation on Declarant's Liability.** Notwithstanding anything to the contrary herein, it is expressly agreed, and each owner, by accepting title to a lot and becoming an owner acknowledges and agrees, that Declarant (including without limitation any assignee of interest of Declarant hereunder) shall have any personal liability to any owner, or other person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration.

8. **Application of Covenants to Lot One.** To the extent that any and all improvements on Lot One of Vonasch Place are inconsistent with or contrary to the terms of the Covenants, then, in such event, the terms and conditions of the Covenants are hereby waived.

9. **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 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.

IN WITNESS WHEREOF, Declarant has caused this Instrument to be executed and attested to as of this 13th day of February, 1996.

  
CARL VONASCH

  
CAROL VONASCH

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF LAKE     )

Before me, a Notary Public, in and for said County and State, on this 13th day of February, 1996, personally appeared Carl Vonasch and Carol Vonasch and acknowledged the execution of the above and foregoing Instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal.

  
NOTARY PUBLIC

Judith A. McDonald  
Printed Name

My Commission Expires:  
12/3/99

Resident of Lake County