

96061470

96 SEP 13 PM 3:26

Page One

MARGARET E. CROWL
RECORDER

Amended

Declaration of Restrictive Covenants, Conditions and Restrictions

SARATOGA SUBDIVISION

**THESE AMENDED RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS ARE
IN FULL EFFECT AND SUPERSECEDE PRIOR RESTRICTIONS**

Article One

Subjection of Premises to Declarations

Ridgemoor Development Corp., an Indiana Corporation, being the owner of the real estate described in Exhibit "A" attached hereto and made a part hereof (Hereinafter the "Real Estate"), does hereby establish and execute these Restrictive Covenants which shall hereby establish conditions, covenants, and restrictions to govern the use and occupancy of the lots in Saratoga Subdivision and such conditions, covenants and restrictions shall operate perpetually and run with the land and title to all of the lots on said subdivision.

**This Document is the property of
the Lake County Recorder!**

Article Two

Definitions

2.1) "Purchaser" shall mean and refer to the recorded purchaser, whether one or more persons or entities, of the fee simple title to any lot or lots upon which there is or will be built a detached single family dwelling.

2.2) "Lot" shall mean and refer to any portion of any of the plots of land shown on any plat of subdivision for any portion of the Premises (Exhibit A) officially subjected to this Declaration of Covenants, Conditions and Restrictions.

2.3) "Dwelling Unit" shall mean a residential dwelling unit constructed on that portion of the Premises submitted to the Declaration consisting of a single family detached residential home designed or intended for use as living quarters for one family. One family may own more than one dwelling unit and one purchaser or owner may own more than one dwelling unit.

Nancy Jaroczynski
→ 2336 St. Francis Dr.
Schererville, IN 46375

29.00
CS AP

**Article Three
Administration and Enforcement**

3.1) Seller hereby appoints Ridgemoor Development Corporation, as its agent and representative in the administration and enforcement of these covenants until all lots are sold.

3.2) Ridgemoor Development Corporation may designate and appoint any qualified person or qualified persons acting as a committee to act in its behalf in the administration and enforcement of these covenants.

Article Four

Restrictive Covenants

4.1) Titles, Etc. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience or 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 work 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 the neuter.

4.2) Duration of the Restrictions: 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 January 1, 2010, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless changed in whole or in part by vote of those persons who then are the owners of a majority of the total of the lots in the Saratoga Project.

4.3) Remedies: If any violation of any of the Restrictions shall occur or be threatened, the party to whose benefit the particular Restriction inures may proceed at the law to recover damages for, or in equity to prevent the occurrence or continuation of, the violation. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of the Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the reoccurrence or continuation of said violation or the occurrence of a different violation. Provided, however, the Declarant herein shall have no liability with respect to these restrictions where the violation pertains to a lot which the Declarant has conveyed to a lot purchaser. In such an instance, recourse shall be against said lot purchaser. Provided further, no recourse against Declarant herein shall be available pursuant to this agreement in the following instances:

- 1.) After all of the lots have been conveyed to lot purchasers; or
- 2.) In the event Declarant herein assigns all of its right, title, and interest to a successor or assignee. In those instances, each of said lot purchaser or said successor assignee, as the caps may be, shall be bound by the covenants of this agreement.

4.4) 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.

Article Four - Continued

4.5) **Premises Occupation:** The Declarant herein covenants that no dwelling shall be occupied for residential purposes until Declarant has received a signed contract for the purchase of said lot together with a deposit equal to ten percent (10%) of the purchase price of said lot. Nothing in the previous sentence obligates Declarant to grant occupancy or possession rights to a lot purchaser of said lot, together with a deposit equal to ten percent (10%) of the purchase price of said lot.

RESTRICTIVE COVENANTS

1.) No building, wall, fence or other structure shall be erected or placed on any lot or parcel, until the building and plot plans, showing the location and elevation of such building and the landscaping have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision and as to the location of the building with respect to topography and finished ground elevation, by a majority of the building committee consisting of those members selected by Ridgemoor Development Corp. (hereinafter the "Building Committee"). The building committee shall consist of Ms. Nancy Seroczynski, Mr. James Seroczynski and Mr. Jerry Kulik, or by a representative designated by a majority of the members of said building committee.

No building permit shall be obtained from the Town of Schererville, Indiana until and unless the plans for the improvement have been given written approval by the Building Committee. In the event of death or resignation of any member of said Building Committee, the remaining member or members shall be authorized to select a replacement, but prior to such selection, the remaining member or members shall have full authority by unanimous action to perform all of the duties of the full committee. In case of disagreement among the committee members on any matter officially before the committee, the vote of the majority among such members of the committee shall be controlling.

Building plans shall be submitted in duplicate and one (1) of such duplicates, after written approval, shall be returned to the lot owner or his contractor. One (1) set of such plans shall be retained by the Building Committee. After written approval by the Building Committee, the lot owner or his contractor shall apply for the necessary building permits from the Town of Schererville.

In the event the Building Committee or its designated representatives fails to approve or disapprove any design, location, and elevation within thirty (30) days after the plans have been submitted to it, or in any event if no suit to enjoin the erection of any building or the making or alterations thereof has not been commenced prior to the completion of the roof of such building, such approval will not be required and this covenant will be deemed to have been complied with fully. Neither the members of the Building Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The powers and duties of such committee and its designated representative shall cease on an after sale and approval of the last building lot in the subdivision.

Article Four - Continued

RESTRICTIVE COVENANTS - CONTINUED

Ridgemoor Development Corp., or the Building Committee or their employees, agents and representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any owner or contractor who submits such plans on account of (a) any defects in any plans submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans; (c) the approval or disapproval of any plans or drawings, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans and drawings; (e) the development of any property within the Real Estate to the Town of Schererville, Lake County, Indiana. Any person submitting plans to the Building Committee shall hold Ridgemoor Development Corp., and the Building Committee harmless from any and all damages, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

- NOT OFFICIAL!**
This Document is the property of
the Town of Schererville, Indiana
- 2.) The Real Estate may be used for residential purposes only.
 - 3.) All residential buildings and/or garages shall be at least thirty (30) feet from the property line which fronts the street. All rear and sideyard setback line shall be in conformance with the subdivision ordinance of the Town of Schererville, Indiana. The Building Committee shall have the sole power to change the minimum building setback lines, but such changes must be in conformity with the subdivision ordinance of the Town of Schererville, Indiana, be in writing, recorded and for good cause shown.
 - 4.) No structure shall be erected, altered, placed or permitted to remain on any plot in this subdivision other than a single family dwelling no to exceed two stories in height, unless said structure is expressly approved by the Building Committee. Structure as referred to herein shall mean fence, kennel, patio, playhouse, building, shelter, lean-to, garage, storage shed, whether temporary or permanent, upon the Real Estate or any other building or fixture except the dwelling house which extends above ground level. No building previously constructed elsewhere shall be moved onto the lot within the development. No construction is to consist of manufactured, prefabricated or modular units. No improvement which has been partially or totally destroyed by fire or acts of God shall be allowed to remain in such state for more than 90 days from the time of such destruction or damage. Each dwelling shall have a private attached garage for not less than two cars, or for more than three cars. One of the main walls of the garage will also be the common wall of the main dwelling thus eliminating any partial attachment.

Article Four - Continued

- 5.) All residential structures shall comply with the following: (1) All one-story residential structures (ranch) shall have a minimum first floor area of 1,300 square feet; (2) All tri-level residential structures shall have a minimum first floor and upper floor area of 1,450-1,500 square feet, not including the below grade levels of said structure. (3) All bi-level structures shall have a minimum first floor area of 1,300 square feet not including the below grade level, typically defined as family rooms. (4) All quad-split level residential structures shall have a minimum first and upper floor area of 1,450-1,500 square feet above grade level; All below grade level square footage areas on bi-level, tri-level and quad-level structures, typically defined as family rooms shall be fully furnished and liveable. This excludes basements. (5) All two-story residential structures shall have a minimum total floor area of 1,600 square feet above grade level. In computing the minimum square footage required, the computation of square footage shall exclude porches, breezeways, attached garages or basements. All garages erected on the real estate shall be attached and incorporated into the residence. No detached garages, attached by a brick wall or privacy fence, but physically separate from the main residential structure will be permitted. The garage will have a capacity of not less than two cars with a maximum capacity of three cars.
- 6.) Vinyl siding as well as cedar horizontal siding will be permitted on the remainder of the front elevation, as well as the remaining elevations. Vertical cedar siding is prohibited on all elevations. The name of the manufacturer and the color of the vinyl siding to be utilized shall be submitted to the Building Committee in accordance with Paragraph 1 above. No masonite finished will be permitted. All exterior fireplace flues must be enclosed and finished with masonry or same exterior finish and color as the outside of the home.
- 7.) No black or green colored brick or siding material will be permitted.
- 8.) All windows constructed upon the Real Estate shall be made of wood or vinyl material. Metal clad or metal windows are not permitted. Horizontal sliding windows either wood or metal are not permitted. The name of the manufacturer, the color and the type of windows to be installed are to be submitted to the Building Committee in accordance with Paragraph 1 above.
- 9.) All driveways must be constructed of either asphalt, concrete or paving brick. Construction of a driveway must be completed within ninety (90) days after occupancy weather permitting.
- 10.) Each yard area shall be landscaped with sod grass, seeded grass or hydroseed, including the parkway area of each lot in entirety, in any combination, within one year of occupancy.

Article Four - Continued

11.) a.) Within one year from the date of occupancy, each lot owner shall be required to plant two trees, with a minimum of fifteen (15) feet in height and two (2) inches in diameter in the front of the dwelling. Such trees shall be chosen from the following list of species:

Botanic Names	Common Names
Acer Platanoides	Norway Maple (Seedless)
Acer saccharum	Sugar Maple
Celtis occidentalis	Hackberry
Fraxinus Americana	Autumn Purple Ash
Ginko biloba	Ginko (male only)
Gleditsia tricanthos	Thornless Honeylocust (Seedless)
Quercus borealis	Red Oak
Tilia cordata	Linden (Seedless)

b.) Within one year from the date of occupancy, each lot owner shall be required to plant three trees or ornamental shrubs within the boundaries of the lot. Such trees or ornamental shrubs shall be not less than 1 1/2 inches in diameter, measured at a height of six inches above the finished ground level and shall be chosen from the following recommended list of species.

Common Names	
Red Maple (Seedless)	White Oak
White Ash (Seedless)	English Oak
Blue Ash (Seedless)	Sawtooth Oak
Green Ash (Seedless)	Burr Oak
Hesse European Ash	Village Green Zelkova
Big Leaf Linden (Seedless)	Flowering Pear (Fruitless)
European Hornbeam	Shawness Brave Cypress
American Hornbeam	Katsura Tree
Tulip Tree	Hickory
Flowering Crab	Flowering Plum
Magnolia	Sunburst Locust
Shadmaster Locust	River Birch

c.) Any lot owner shall receive credit, under paragraphs a and b aforementioned, for existing trees lying within the described areas, provided however, that such credit shall be given for trees three (3") inches in diameter or greater, measured at a height of six inches above the finished ground level and protected during construction.

12.) The construction of any residential structure must be commenced within twelve (12) months from the date building permits are obtainable and shall be completed within nine (9) months from the date of commencement of construction. Landscaping (including sodding) shall be completed within one (1) year of occupancy. No unnecessary building materials, piles of fill or piles of trash are permitted.

Article Four - Continued

- 13.) No satellite dishes, exterior television aerials or CB towers will be permitted under any circumstances.
- 14.) Concrete sidewalks must be installed by the purchaser for their particular lot.
- 15.) No unlawful or immoral uses or activities shall be permitted on the Real Estate in this subdivision.
- 16.) No obnoxious or offensive trade or activity shall be carried on upon the Real Estate in this subdivision; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers, away from public view.
- 17.) No vehicle (semi-truck, tractor, tow truck, motor home, trailer, boat, utility vehicle, camper, etc.) with the exception of personal automobiles shall be permitted to be parked on any lot or anywhere in the subdivision for more than 48 hours unless in a garage or granted approval in writing by the Building Committee. It is the intent of the Building Committee to restrict parking to the garages upon the lots and to further restrict vehicular parking in the subdivision to the automobiles regularly used by the owners (resident) of the subdivision.
- 18.) No aboveground or underground fuel storage tanks will be permitted.
- 19.) No outside cloths line shall be erected or maintained on any lot.
- 20.) Above ground swimming pools will be permitted. However pools must have a wood deck and facade (no metal or imitation wood decks or facades). In addition, all swimming pool plans must be designed architecturally to fit the residence and plans and specifications must be initially approved in writing by the Building Committee.
- 21.) Cedar or vinyl accessory buildings will be permitted, however they cannot exceed the following exterior dimensions: 12 feet in length by 10 feet in width by 8 feet high. The structures must be finished in a color scheme that is similar to that of the accompanying residential structure. No metal storage structures of any type will be permitted.
- 22.) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept on any lot, provided that; they are not kept, bred or maintained for any commercial or hobby purpose, that they are kept in pens approved by the Building Committee, they do not create a nuisance and that they are not permitted to roam freely elsewhere in the subdivision except on a leash.

Article Four - Continued

- 23.) Fences no greater than six feet (6') in height may be constructed around the side and rear yards of any lot in the subdivision.

All fences shall be approved by the Building Committee. A greater height may be allowed if the same is required by ordinance or statutes around swimming pools. Fencing for swimming pools shall be erected so as to encompass the pool area only and shall not intrude on any easements located either adjacent to or on the homeowner's property. Only Cedar, Wolmanized or White Vinyl PVC may be utilized for fence construction. In any and all events, chain link fences are prohibited from use anywhere in the subdivision.

- 24.) Strips of ground shall be reserved as easements for the use of public utilities, for the installation and maintenance of poles, ducts, wires, pipelines, line and for drainage. No permanent or other structures are to be erected or maintained upon said strips of land. The owners of lots shall take their titles subject to such easements, and such easements are for the benefit of all lot owners in said subdivision. Swimming pools and other structures will be permitted only in accordance with regulations set by those companies controlling access to said easement.

- 25.) Every residential unit must have at least one (1) coach light prominently displayed in the area normally designated as the front yard of the lot, not attached to the front of the home or garage. Such coach light shall be operational from dusk to dawn, operated by an electric eye switch. The location for said coach light shall be identified on the plans submitted for the approval of the Building Committee as set forth in Paragraph 1. The coach light must be installed by closing. (weather permitting or if unable, within 90 days.)

- 26.) Common areas of the development including a playground and nature preserve will be developed by the Developer into a park facility which will then be dedicated to the Town of Schererville. Lawn maintenance of the greenbelts will be the individual responsibility of each homeowner whose lot backs up to Patterson Avenue and 77th Avenue. Those Lot owners responsible for this maintenance include Lots #8 through #12, #1A, #2A, #7, #2, #35 through #43.

- 27.) Except as provided in Paragraph 1 hereof, the failure for any period of time to compel compliance with any restrictions, conditions, or covenants shall in no event be deemed as waiver of the right to do so thereafter and restrictions, conditions and covenants.

- 28.) Invalidation of any of these covenants by judgment or decree of court shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

Article Four - Continued

29.) Purchasers, builders and subsequent homeowners will be required to maintain all final elevations as defined in the Town of Schererville, Town Ordinance No. 1095. In addition, purchasers, builders and subsequent homeowners hereby acknowledges his/her responsibility to maintain the integrity of yard grades for drainage purposes as shown on the approved engineering drawings and certifies that their yards will be graded to +/- 1" of the elevation shown on such engineering drawings. Purchasers, builders and subsequent homeowners into perpetuity shall hold the Developer harmless from any and all damages arising from noncompliance with regard to final elevations. No land will be deeded until rear yard grades are established.

30.) Any residence or dwelling house erected on any lot shall connect all footing and sump drainage to the public storm sewer, provided however that downspouts or other roof or surface drainage shall be discharged to the lot surface and not the storm sewer, provided further, that driveways may drain into the street curb.

It shall be the duty of every owner of a lot in Saratoga on which any part of such ditch or swale is situated to keep such part of such ditch or swale continuously unobstructed and in good repair. Furthermore, the Declarant in developing the real estate shall do nothing to cause a substantial or significant increase in drainage onto any adjacent land and Declarant agrees that it will construct all necessary ditches and swales necessary to correct or avoid any such increased drainage. Declarant further agrees to convey and to give the Saratoga Property Owners Association all necessary easements reasonably required to maintain said ditches and swales.

31.) No signs shall be displayed on the real estate without the prior written permission of the Developer, excluding promotional signs by the developer and "Real Estate For Sale" signs, not to exceed six (6) square feet.

32.) An easement is hereby granted over and under any lot on which an entrance monument exists to the Saratoga Subdivision, and its successors or assigns for the purpose of installation, construction, renewing, operating, refinishing, and maintenance of the entrance monument itself, any landscaping appurtenant thereto, and any conduits, cables, lights, poles, and wires, either overhead or underground, with all necessary braces and other appurtenances applicable to said monuments. The lot owners shall not interfere with said monuments or their appearance as constructed by the subdivision without the prior written approval of Developer.

Article Four - Continued

33.) No painted murals, drawings, illustrations, or sketches may be painted or applied to any exterior garage door or front entrance door (s) in the Saratoga Subdivision.

34.) No garage, yard, sidewalk, or porch sales are permitted.

Article Five

General Provisions

8.1) Ridgemoor Development Corporation, the Saratoga Property Owners Association, or any member shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and easements now or hereinafter imposed by the provisions of the Saratoga Declarations or any amendment thereto. In any action brought for enforcement of these declarations, the plaintiff shall be entitled to recover these costs and reasonable attorney's fees. Failure to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter no matter how many violations or breaches occur. (As amended pursuant to the First Amendment.)

8.2) Each grantee of Ridgemoor Development Corporation, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, covenants, easements and reservations and the jurisdiction, rights and powers of Ridgemoor Development Corporation, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and inure to the benefit of such owner in like manner, as though the provisions of this Declaration were recited and set forth at length in each and every such deed of conveyance. Enforcement of the provisions hereof by any such owner, as aforesaid, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any thereof either to restrain violation, to remove such violation or to recover damages.

8.3) The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

8.4) Ridgemoor Development Corporation shall have the right from time to time hereafter to make all reasonable and necessary modifications, changes, alterations and additions with respect to these covenants and restrictions herein contained provided, however, that any such modifications, changes, alterations and restrictions shall be made only by an instrument in writing signed by Ridgemoor Development Corporation or their assigns and recorded in the office of Recorder of Deeds of Lake County, Indiana.

Page Eleven

Ridgemoor Development Corporation

By: *Nancy Seroczynski*
Nancy Seroczynski, President

*NANCY SEROCZYNSKI, PRESIDENT
APPEARED BEFORE ME THIS
15TH DAY of SEPTEMBER 1969
Mary Elizabeth King
NOTARY PUBLIC
my Commission Expires 6/1/69
Resident Lake County Ind*

Received: _____ Date: _____

Ridgemoor Development Corporation Purchaser(s)

Document is NOT OFFICIAL!

**This Document is the property of
Calumet National Bank, not personally but as
Trustee Under Trust No. P2738
the Lake County Recorder!**

