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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR TREES II, UNIT 3

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DEC 13 1996

I. Purpose - All lots in Trees II, Unit 3, are subject to these Covenants and Restrictions to **SAN ORLICH** following: proper land use, appropriate development, protection of the investment of **AUDITOR LAKE COUNTY** monitoring of new construction, determination of appropriateness and compatibility of all proposed structures, and provide for the mutual benefit and protection of all property owners, present and future, in this development.

II. Land Use and Building Type - Each lot must be used, exclusively, as a site for a permanent, private, single family residence. No basement, outbuilding, garage, tent, trailer, recreational vehicle or temporary structure of any kind, may be used for a residence or dwelling on any lot in this development. Residences must have all required local permits prior to occupancy.

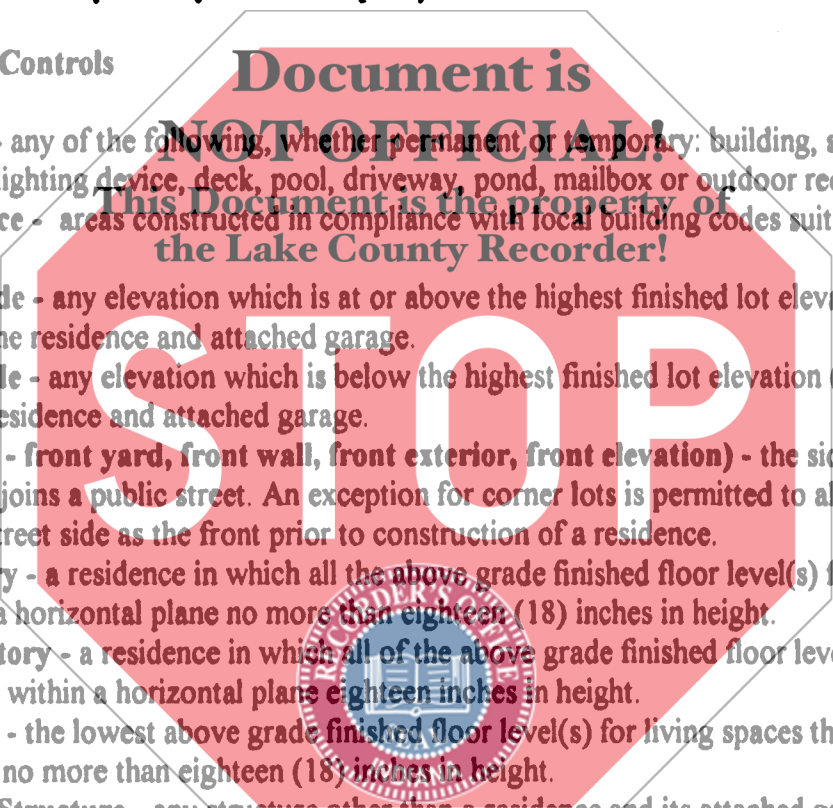
III. Architectural Controls

A. Definitions:

1. Structure - any of the following, whether permanent or temporary: building, storage unit, fence, wall, walk, outdoor lighting device, deck, pool, driveway, pond, mailbox or outdoor recreational facility
2. Living space - areas constructed in compliance with local building codes suitable for human occupancy.
3. Above grade - any elevation which is at or above the highest finished lot elevation (soil line) along the front wall(s) of the residence and attached garage.
4. Below grade - any elevation which is below the highest finished lot elevation (soil line) along the front wall(s) of the residence and attached garage.
5. Front (i.e., - front yard, front wall, front exterior, front elevation) - the side of a structure or lot which faces or adjoins a public street. An exception for corner lots is permitted to allow a lot owner to designate only one street side as the front prior to construction of a residence.
6. Single Story - a residence in which all the above grade finished floor level(s) for living spaces can be contained within a horizontal plane no more than eighteen (18) inches in height.
7. Multiple Story - a residence in which all of the above grade finished floor levels for living spaces cannot be contained within a horizontal plane eighteen inches in height.
8. First Floor - the lowest above grade finished floor level(s) for living spaces that can be contained in a horizontal plane no more than eighteen (18) inches in height.
9. Accessory Structure - any structure other than a residence and its attached garage.
10. Site Plan - A plat indicating dimensions of all structures present and/or proposed to be constructed which shows distances between all structures as well as distances from all lot lines.
11. 'of record' - The names of the thirty (30) lot owners of this development, Trees II, Unit 3, as recorded in the Lake County, Indiana, Recorder's Office.
12. Majority of lot owners, majority vote - Mutual agreement of sixteen (16) or more of the thirty (30) 'of record' lot owners. Each lot is permitted one (1) vote.

B. General Design Standards:

1. Review Committee - all design standards are subject to review for compliance by the Review Committee, hereinafter known as the "RC," as defined by paragraph III-C below. All design standards remain in effect and enforceable whether there is an active RC or not, subject to paragraphs VI & VII below.
2. Residences - The minimum living space requirement, hereinafter known as "MLSR," for a single



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STATE OF INDIANA  
LAKE COUNTY  
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LAKE COUNTY RECORDER

RINKENBERGER FARMS  
5112 E. 109th AV  
CROWN POINT IN 46307

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story residence is 1800 square feet. The MLSR for a multiple story residence is 2500 square feet with a first floor living space of at least 1000 square feet. The MLSR for a multiple story residence may be reduced to 2200 square feet provided the first floor living space is at least 1500 square feet. No below grade living spaces, partially below grade living spaces, basements, garages, attics, crawl spaces, patios, decks, or porches will be included to determine the MLSR or determine whether a residence meets the definitions of single story or multiple story. Bi-levels and raised ranch style homes are not permitted.

**3. Garages, Driveways, Sidewalks** - All residences must have an attached garage with a minimum of 480 square feet of floor space and be suitable for inside parking of at least two vehicles. One driveway must be sufficiently covered with gravel to permit all weather access from the street to the building site prior to and during construction of a residence. All driveways and sidewalks which provide access to a public street must be paved no later than 180 days after initial occupancy. Paved off street parking or garage space is required for all permanently stationed vehicles; certain vehicles are restricted by paragraph V-C below.

**4. Masonry Brick** is required on at least 50 per cent of the front exterior and at least 50 per cent of all side exteriors of each residence and its attached garage (excluding doors, windows and roof areas). Alternatively, the requirement may be satisfied with at least 75 per cent of the front exterior of each residence and its attached garage being masonry brick (excluding doors, windows and roof areas). Maximum exposure for concrete walls and concrete block walls, whether plain, split-faced, painted or dyed, is one (1) foot above grade on front elevations and two (2) feet above grade on side elevations.

**5. Accessory Structures** must be complementary to the residence, have exteriors of the same or comparable materials as the residence, and be of similar or complementary architectural style. Accessory structures may be constructed at the same time, or after, but not prior to, the construction of the residence. Accessory structures must be located to avoid the blockage of drainage and utility easements, and are generally subject to the same building setback lines as the residence. All structures must be for the private use of the lot owner's family and guests only. No public or commercial use of any structure or lot is permitted unless it is deeded and approved as a public park by appropriate local authorities.

**a. Swimming Pools and Other Outdoor Recreational Facilities** must be located, sized and landscaped to conform with the basic purpose and land use requirements as outlined in paragraphs I & II above and III-B-13 below. Swimming pools are only permitted in rear yards.

**b. Fences** - The maximum height for side and rear yard fences is seventy-two (72) inches. The maximum height for front yard fences is thirty-six (36) inches. No fences may be closer to the street than the building line on the recorded plat for the subdivision. Side and rear yard fences must be at least six (6) inches from adjacent lot lines. No chain-link style fences are permitted.

**6. Basic Landscaping** - Landscaping is required for each structure. It must include, at minimum, significant foundation plantings for the front and sides of each structure and at least two (2) shade trees with a three (3) inch or greater trunk diameter in the front yard, selected from the following species: oak, ash, tulip, linden, locust or maple. Trees and shrubs near the street must be appropriately selected, sized and placed to reduce litter production, and not interfere with traffic safety. Suitable lawn grasses or sod must be planted and maintained on any yard spaces not covered by other appropriate landscaping materials. Basic landscaping must be completed within 180 days after initial occupancy.

**7. Yard Lights** - Prior to initial occupancy of a residence, each lot owner must install a post type front yard light located to provide visibility of the driveway at night. The light must be maintained and operated from dusk to dawn. The light source must be sized to provide only minimal all-night light, to avoid excessive light pollution of adjacent lots. Additional outdoor lights for safety of residents and their guests while entering or leaving the property or for occasional outdoor activities may be used as needed, but are not permitted to be lit consistently on an all-night basis.

**8. Utilities, Antennas and Satellite Dishes** - All utility service connections must be placed underground. Any satellite dish and/or antenna, either freestanding or projecting three feet or more beyond

a wall or roof line, must be appropriately screened or landscaped to blend with its surroundings.

**9. Setbacks** - No residence, garage or accessory structure, including attached decks, porches and patios may be located between a lot line adjoining a public street and the building line as indicated on the recorded plat for this subdivision. No residence, including attached garages, decks, porches and patios may be constructed within or extend into any utility, drainage, access or roadway easement. In any event, no structure of any kind, except a fence, may be constructed within fifteen (15) feet of any lot line.

**10. Roof Pitch** for all structures must be 5:12 (ratio of rise to run) or steeper.

**11. Time to Begin & Complete Construction of a Residence** - There is no time limit to begin construction, however, once construction has begun, all exterior work must be completed within nine (9) months from the starting date unless indicated otherwise above.

**12. House Numbers & Mail Boxes** - each residence must provide a permanent wall sign, raised numerals or integral masonry unit displaying its house number on the front of the residence or attached garage. Numerals must be at least five (5) inches in height. In cases where the house number would not be visible from the street, it may be placed on an outdoor light post or other permanent structure on the lot. The maximum size for any house number and/or address display is 1.5 square feet. Mailboxes are permitted, subject to postal regulations, and must also clearly show the house number.

**13. Maximum Lot Coverage** - the lot area covered by structures (including the residence, attached garage, paved areas and any accessory structures) may not exceed 25 percent of the total lot area.

**C. General Authority of the Review Committee** - The RC is given the authority to determine compliance with the design standards outlined above. In addition, the RC may determine whether the purposes of these covenants and restrictions as outlined in paragraphs I & II above are being complied with by reviewing the architectural design of all structures including exterior construction materials such as roofing, siding, masonry, trim, windows and doors to ensure architectural compatibility of form, texture and color. Specifically the RC may:

**1. Require Notice of Intent to Construct Improvements & Request Information for Review** - Lot owners must provide notice to the RC at least 30 days prior to construction of improvements or application for a building permit which ever is sooner. At the time of notice, the lot owner, or an authorized representative, must provide as many items from the following list as deemed appropriate by the RC:

- a. Drawings showing all exterior elevations, indicating the amount of masonry and roof pitch;
- b. Floor plan(s) showing square footage and elevation of each level including the garage;
- c. A Site Plan as defined above;
- d. A Landscape Plan including at least basic landscaping and outdoor lighting;
- e. Samples or reasonable representations of all exterior materials including masonry brick, roofing, siding and trim which provide color, size and texture information;
- f. Door and window styles, including color, if not apparent on other drawings submitted;
- g. A completed and signed 'Application for Review Form' to be provided by RC.
- h. Any other relevant information the RC may require to perform its specified duties.

**2. Require Approval to Begin Construction of Improvements** - Within 30 days of submission of all information requested by the RC, the RC must provide written approval or disapproval to the lot owner or authorized representative. If the RC recommends approval, construction may commence. If the RC recommends disapproval, the lot owner may not begin construction until such time as alternatives are submitted and approved by the RC. In the event the RC, or its designated representative, fails to provide a written decision within 30 days after submittal, or in any event, if no suit to enjoin the construction of improvements has been commenced prior to the completion thereof, approval is considered waived.

**D. Membership of the RC** will be determined initially by Green Tree Builders, Inc., P.O. Box 196,

Crown Point, IN 46307, or its designated representative. At any time thereafter, a majority of the 'of record' lot owners may modify, suspend, waive, or continue any discretionary powers given to the RC under paragraph III-C above and/or alter its membership. Whenever changes in membership, authority and/or duties of the RC are made, a written instrument outlining the modifications must be prepared by, or on behalf of, the majority of the aforementioned lot owners and will become effective when properly executed and recorded. Copies thereof must be provided to every lot owner in this development. The lot owners may not modify covenants and restrictions except as outlined by this paragraph and paragraph VI below.

**E. RC Fees & Compensation** - Neither the RC nor its members may require any fee or receive any compensation from the lot owners of this development for services performed under this document.

**F. Liability of the RC** - The review and approval process of the RC is solely for determination of compliance with these Covenants and Restrictions. Decision and review concerning the following matters - legality, engineering, safety, suitability of function or use, costs of construction, performance of contractors and their employees, errors in submitted information, professional and governmental fees - are not a part of the RC's designated function; such decisions and review are solely the lot owner's responsibility. Any person or entity submitting information to the RC will hold the developer of Trees II, Unit 3, Lake County Trust No. 4619 and the RC, as well as any designated members, representatives or beneficiaries thereof, harmless from all damage, loss or prejudice, which may be suffered or claimed by any lot owner, contractor, employees thereof, or related third party thereof, resulting from information submitted to the RC.

**IV. Responsibility for Maintenance of Lot and Improvements** - The 'of record' owner of each lot in this development must maintain the lot and any improvements located on it as follows:

**A.** Provide for expedient removal of any and all trash and debris on the lot, regardless of the source or circumstances of origin;

**B.** Minimize soil erosion by maintenance of vegetative cover and other accepted methods of erosion control at all times, especially during excavation for improvements;

**C.** Maintain all drainage channels, swales, ponds and storm water drains located on the lot and provide adequate culverts, drainage tile and/or swales when improvements alter existing flow of water across the lot;

**D.** Provide for regular mowing of lot vegetation to prevent the spread and excessive growth of weeds as well as prevent the lot from appearing unsightly;

**E.** Keep all improvements in proper and safe repair to maintain an attractive appearance throughout the development;

**F.** Keep trash receptacles out of site except for times of refuse collection, provide and use suitable covers or containment to prevent wind and animal spread of trash from all receptacles;

**G.** In the event that any improvements are partially or totally destroyed by fire, storm, or any other natural or human act, the lot owner must remove or repair any damaged improvement and/or correct any unsafe condition within ninety (90) days after the occurrence of a said event.

**V. Prohibited & Restricted Activities** - The following activities which are inconsistent with peaceful enjoyment and safe use of property within this development are prohibited:

**A. Weapons & Explosive Devices** - Use of weapons in this development for purposes other than to defend the life of its residents or guests from imminent danger is prohibited. Use of firearms, other projectile weapons and/or explosive devices for activities such as - hunting, target practice (with stationary or moving targets), demonstration or celebration - are specifically prohibited.

**B. Storage & Disposal of Refuse, Hazardous or Dangerous Materials** - storage and use of such materials including, but not limited to, trash, garbage, construction debris, toxic chemicals, flammable materials, explosive devices and bio-hazardous materials, beyond reasonable household amounts is prohibited. Disposal of any such materials in any quantity on any property in this development is prohibited.

Composting of reasonable amounts of household and yard waste is permitted if done by methods acceptable to local health authorities.

**C. Overnight Outdoor Parking & Storage** - Neither equipment nor vehicles with a gross vehicle weight of 7000 pounds or more may be parked or stored outdoors on any lot or street overnight. An exception may be made for necessary vehicles and equipment during construction of improvements provided the term of stay is less than one (1) week and parking is off the street. Recreational vehicles, boats, trailers and like items are also prohibited from being parked or stored outdoors more than fourteen (14) days in any calendar year. Neither vehicles without a current license and registration nor any portions thereof, may be parked or stored outdoors more than forty-eight (48) hours in any calendar year.

**D. Animals** - The only animals to be kept on lots within the development are normal and usual family pets. It is prohibited to have more than two (2) pets being housed outside the residence. No livestock, dangerous, exotic or commercial use animals (including but not limited to cattle, horses, sheep, poultry, or swine) are permitted to be kept on any lot. No pets with persistent peace disturbing behavior are permitted to be housed outdoors on any lot. Activities of pets must be restricted to the owner's property. All pets must be leashed or physically restrained when on property other than their owner's within the development. Pet owners are responsible for cleaning up after their pets or any damage they cause when on property other than their owner's within the development.

**E. Signs** (other than the required house number sign) - Only one (1) sign, temporary or permanent, may be displayed on a lot at any given time. The sign may be for any personal, legal purpose, including but not limited to, sale of residence or lot, garage sale, political statements, open house, etc. Maximum area of the sign is four (4) square feet, and maximum height is five (5) feet. Commercial advertising not related to the sale of the residence or lot is prohibited. Signs may not be lighted or be placed on any public property in the development.

**VI. Terms** - These covenants and restrictions are to run with the land. They shall be binding on all entities and all persons who own property in this development, as well as any agents, representatives, or contracted parties thereof. These covenants and restrictions shall be in force for a period of fifteen (15) years from the date of recording of this document. They will automatically renew for successive periods of five (5) years thereafter, unless a majority of the 'of record' lot owners execute and record an instrument to modify, in whole or part, these covenants and restrictions to become effective on the next automatic renewal date.

**VII. Enforcement** - This entire document is enforceable by proceedings at law, or in equity, against any person or entity violating or attempting to violate any terms under this document, either to restrain the violation or to recover damages. Legal action must be initiated within 60 days of the occurrence of the alleged violation or the terms of this document shall be deemed to have been complied with.

**VIII. Severability** - Invalidation of any one or more of these covenants and restrictions by judgement or court order shall not affect any other provisions which shall remain in full force and effect.

This document was prepared on behalf of the beneficiaries of Lake County Trust No. 4619, under a Trust Agreement dated December 30, 1994.

Signed this 13th day of December 1996,

BY:   
Garry Rinkenberger, Representative