

*Raymond B. Monaldi
17420 Downing Dr.
Howell, IN 46354*

**DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO LOTS IN RED THORN ADDITION TO LAKE
COUNTY, INDIANA**

RED THORN SUBDIVISION

Covenants, conditions and restrictions contained in an
instrument recorded September 2, 1997,
which provides as follows:

FILED

OCT 22 1997
KEY 3-269-1 to 5
SAM ORLICH
AUDITOR LAKE COUNTY

The covenants set forth hereinafter shall affect and shall be binding upon
all lots in this subdivision to Lake County, Indiana, from this second day of
September, 1997, and shall be binding on any and all successive
purchasers, heirs, assigns, creditors, and any other taker of title to any lot in
this subdivision. The following easements, restrictions, covenants, and
conditions are for the purpose of enhancing and protecting the value,
desirability, and attractiveness of the property.

Hereinafter Raymond B. Monaldi Jr. and/or Karen Monaldi shall be referred
to as Developer.

1. ARCHITECTURAL CONTROL: No building, improvement, or other structure
shall be commenced, erected or maintained on the property and no exterior
addition, change, or alteration shall be made until the plans and
specifications, plot layout, exterior elevations and landscaping which shall
show the nature, kind, shape, height, materials, and location of the
improvement to be made shall have been submitted to and approved in
writing by the Developer, his heirs, successors, and assigns. The submission
so made shall further include and indicate the total square footage in the
proposed improvement. Plans and specifications 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 and
specifications shall be retained by the Developer. After written approval by
the Developer, the lot owner or his contractor shall apply for the necessary
building permits from the governing body. Each lot owner and his contractors
covenant and agree that no building permit shall be issued by the governing
body until, and unless, the plans and specifications for the improvement have
been given written approval by the Developer.

The Developer, their respective 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 or specifications submitted, revised, or approved in

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Book 83/57*

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STATE OF INDIANA
LAKE COUNTY
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MORRIS A. CARTER
RECORDER

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hw # 601923307732*

accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, and (e) the development of any property within Red Thorn subdivision. Any person submitting plans to the Developer shall hold the Developer harmless from all damage, loss, or prejudice suffered or claimed by any third party, including attorneys' fees incurred. Any lot owner may have standing to separately enforce these Restrictive Covenants, and may recover costs and attorney fees, if successful, from the offending party.

2. LAND USE: Each and every lot in this subdivision shall be used for single-family residence purposes only. No commercial use or business of any variety may be operated at any time on any lot in this subdivision.

3. LAND USE:

A. Dwelling Units: Only one (1) dwelling unit may be built on any lot in this subdivision. Each dwelling unit shall have not less than one-fourth (1/4) of its exterior sided with masonry products, such as brick, stone, field stone, or limestone. There shall not be built on any lot in this subdivision any by-level, tri-level, quad-level, or raised ranch style, nor any prefabricated structures, mobile homes, modular structures, or double-wide homes.

B. Minimum Square Footage: Each dwelling unit shall have a minimum square footage requirement, which shall be computed by measurement of only floor area which is situated above the outside lot grade.

1. The minimum square footage allowed for a single level ranch style is 2,000 square feet.
2. The minimum square footage allowed for any other style allowed is 2,200 square feet.

C. Computation Of Square Footage: In computing the minimum square footage required above, the computation shall exclude porches, breezeways, attached garages, or basements.

D. Construction: All dwellings or structures on the property shall be of new construction. The exterior of all fireplaces shall be of masonry construction.

4. NON-DWELLING IMPROVEMENTS

A. All garages shall be attached or connected by a breezeway to the main dwelling and shall fully enclose two(2) or more automobiles.

B. Where shared driveways exist, each lot owner shall contribute equally to its maintenance. Maintenance shall include but may not be limited to, snow removal, replacement of stone, level grading, trash removal, and any other restriction or covenant stated in this declaration.

C. Satellite dishes shall be allowed, if enclosed, or otherwise sheltered from view.

D. Exterior lighting is allowed, provided it does not interfere with other residents' usage of their property.

E. Swimming pools shall be in-ground only, and shall have secure fencing surrounding such pool, and shall comply with all local codes and ordinances. Fencing material shall blend into the setting, and shall be aesthetically pleasing to the view

F. All utility services shall be underground.

G. All swells shall be maintained by the lot owner, at lot owner's expense.

H. No boats, campers, recreational vehicles, trucks which exceed a three-fourths (3/4) ton rating, or any other such vehicle shall be parked outside of any fully-enclosed garage space for more than fourteen (14) days. This time limit shall be a maximum time for any calendar year.

I. No trailer, garage, barn, storage shed, outbuilding, or any other additional structure shall be used either temporarily or permanently as a dwelling or residence. No trailers, boats, motor vehicles, or recreational vehicles are permitted to be stored on any lot for a period of time in excess of two (2) weeks, unless said personal property is stored in a fully enclosed building. No unattached or attached garage, barn, storage shed, outbuilding, or any other structure shall be placed, erected or altered on any lot without developer's approval.

J. No derelict, damaged or inoperative vehicle of any type may be kept or stored on any lot within this subdivision.

K. All lots must be landscaped within one (1) year of dwelling completion. The exterior of all structures must be maintained in a clear, clean, sightless manner at all times.

5. UNIMPROVED LOTS: Any unimproved lot shall be maintained by keeping it's grass cut, kept free of weeds and debris, and shall at all times be free of noxious odors or any condition which would breed insects, or disease(plant or animal). In the event lot owners fail to cure such defects after written notice by any other title holder herein, such other title holder may clean up such noxious use and sue such owner of the offending parcel for costs of clean-up, reasonable attorney fees and costs of such action, any court of competent jurisdiction, within Lake County, Indiana.

6. BUILDING PERMITS: All building permits must be obtained within 24 months of purchase of lot.

7. COMPLETION OF CONSTRUCTION: All external work in the construction of any approved structure, excluding landscaping shall be completed within twelve (12) months from the date of issuance of a building permit.

8. ANIMALS: No horses, livestock, poultry, or exotic animals may be kept on any lot at any time. No animal, whether offending or non-offending, may be kept outdoors for more than twelve (12) hours in any day. No outdoor pens or chains, ropes or method of tying up such animal may be used on any lot. No animals may be bred for commercial purposes on any lot in this subdivision.

8. NUISANCES: No noxious or offensive activity shall be carried upon any lot. No lot may be used as a habitual parking place for commercial or junk vehicles. All trailers must be stored in a fully enclosed approved structure. No waste, trash, garbage of any sort shall be stored or allowed on any lot. All recreational vehicles such as dirt bikes, 4-wheelers, 3-wheelers, snowmobiles, go-carts and the like, must be kept on the lot owners property and may not be driven on any other lot owners property without permission.

9. WOODLANDS, WETLANDS, AND HABITAT PRESERVATION: No tree over the diameter of six inches, measured one foot above grade shall be removed, unless it directly interferes with the dwelling unit construction, direct driveway construction, or for health and safety reasons. All lot owners shall uphold and follow all laws and regulations governing wetlands, at the county, state, and federal level.

10. FENCES: Metal and/or vinyl coated metal fencing and support posts are not permitted to be erected on any lot in this subdivision. All fences shall be constructed both of materials and in a manner that does not detract from the natural quality and aesthetic appearance of any existing natural area within the subdivision. In addition, no fence of any kind shall be erected, placed, or maintained in the area between the rear, exterior wall of the main dwelling structure located on the lot, and the front property line. Any fences constructed within this subdivision shall be kept in good repair by the owner.

11. SIGNS: No exterior signs of any type shall exist, except local house address numbers may be displayed on each lot owners' mailbox and/or dwelling.

12. TRASH AND WASTE STORAGE AND DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No external storage of trash, rubbish or garbage shall be permitted at any time.

13. COVENANTS ARE BINDING: These Covenants and Restrictions are to run with the land and shall be binding upon all purchases, heirs and any and

all persons claiming under purchasers, heirs or assigns for a period of 25 years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a sixty percent (60%) majority of the then owners of all the lots has been recorded, agreeing to change of said Covenants in whole or in part.

14. ENFORCEMENT OF COVENANTS: Enforcement shall be by proceedings of law or equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages by any lot owner in this subdivision. It is expressly intended that any lot holder, his heirs or assigns, shall have standing to enforce any Covenant herein.

15. FAILURE TO ENFORCE: The failure to enforce any of the Covenants herein set forth as to any violation by the Developer, its agents, and/or assigns, or any property owner, of any term, condition or covenants contained herein, shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or different terms, conditions or covenants 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 any owner in any legal action, Developer shall be entitled to recover from said owner reasonable attorney fees in defending said action. Should for any reason, the Developer be unable or UN willing to enforce these Covenants, each lot owner shall be permitted to initiate enforcement action against another owner at their own expense and may recover reasonable attorney fees from the offending party, if successful.

16. 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 compensatory and consequential 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, however, shall be entitled to recover attorney fees and costs and expenses incurred in the enforcement of the provisions of this agreement from any owner or owners in violation of the same.

17. WAIVER: The Developer may waive any of the covenants or any portion thereof. For instance, should the owner desire to use new or innovative building materials, the Developer may consider those items on a case-by-case basis. If such waiver is by a document duly executed by said Developer 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 benefited, and shall be binding upon said various owners and their respective successors and assigns.

These Restrictive Covenants are intended to run with the land, bind future heirs, assigns devisees, creditors, and purchasers (for value or not) and as such, these Restrictive Covenants are made, adopted and attached to the real property herein legally described, this second day of September, 1997.

Raymond B. Monaldi, Jr. Developer

Karen Monaldi Developer

Camela Shelton
Notary
My Commission Expires
01/18/2001
County of Lake, IN