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STATE OF INDIANA  
LAKE COUNTY  
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MORRIS W. CARTER  
RECORDER

**FILED**

DEC 12 1997

KEY 2A-203-1708

SAM ORLICH

AUDITOR LAKE COUNTY

Statement of Intent

**PARRISH FIELDS**

DEVELOPERS: Kenneth R. and Christopher C. McAllister

DATE SUBMITTED: September 6, 1995

McAllister Inc. 12600 Maple Ave Cedar Lake IN 46303

00320

2600 SW

# 9011

**PARRISH FIELDS DEVELOPMENT -- SUMMARY INFORMATION**

- A. **Location:** The property is located at 14401 Parrish Street, Cedar Lake, Indiana.
- B. **Ownership and Control of Property:** The subject property is currently owned by Kenneth R. McAllister and Christopher C. McAllister.
- C. **Area (Acreage):** The total land area is 8 acres.
- D. **FLOOD PLAIN CHECK:** The flood plain check will provided at a later date with the finished plans.
- E. **Existing Zoning and Land Use/Proposed Zoning and Land Use:** The property is currently zoned R-2 Residential. The proposed zoning is the same. This request is for approval of a subdivision of the property only. The intended and anticipated use is single family detached homes.
- F. **Land Characteristics/Topo Concept/Aesthetics/Wetlands Classifications:** The land was previously used for farm land and is flat with no trees.
- G. **Soil Information:** Farm land six (6) inches of dirt over clay.
- H. **Availability of Utilities:**

**Water** Water service well be provided via individual wells at each home site. No community wells are planned.

**Sanitary** The sanitary sewer line is an eight (8) inch on 143rd and Parrish. The plan is to tie into the sewer line at that point.

**Storm Drainage** The natural topography of the site provides adequate natural drainage to accommodate storm runoff from all the proposed homesites. A detention pond will be provided.

**Utilities** All services are already established on Parrish and 143rd, no problems are anticipated.

**Other Town Services** The land is within the jurisdiction of the Town Police and Fire Department.

**Wells and Water Supply** Individual wells are planned for each homesite, depth unknown at this time.

**PARRISH FIELDS DEVELOPMENT--SUMMARY INFORMATION**

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- J. **Number of Phases:** Unknown at this time. This is dependent on the sewer hook up allowed at initial approval.
- K. **Number of Lots/Density for Total Development:** The entire development will consist of twenty nine (29) lots.
- L. **Proposed Protective Covenants or Deed Restrictions:** See attached. The goal is to have an aesthetically pleasing orderly development.
- M. **Projected Start and Completion Dates:** The anticipated date is dependent upon approval of this request.
- N. **Drawing of Proposed Development:** To be submitted under separate cover.
- O. **Proposed Utilities:** To be submitted under separate cover.
- P. **Proposed Storm Drainage:** To be submitted under separate cover.
- Q. **Public and/or Recreation Areas:** A dedicated public park is planned at or near the retention pond.
- R. **Other Pertinent Information:** There is an existing twenty (20) foot right of way on 143rd Avenue. Another twenty five (25) feet of right of way shall be provided along the South side of 143rd Avenue by the developer. This shall provide a total road right of way of forty five (45) feet.

**RESTRICTIVE COVENANTS  
PARRISH FIELDS SUBDIVISION**

Kenneth R. McAllister and Christopher C. McAllister (the "Developer"), being the owner of the real estate described in Exhibit A attached hereto and made a part thereof (hereinafter the "Real Estate"), does hereby establish and execute these Restrictive Covenants which shall establish conditions, covenants and restrictions to govern the use and occupancy of the lots in the Parrish Fields Subdivision and such conditions, covenants and restrictions shall operate perpetually and run with the land and title to all the lots in said subdivision, and are as follows, to wit:

1. No building, wall fence or other structure shall be erected or placed on any lot or parcel until the building plans, specifications 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, and as to the sufficiency of the specification by the building committee consisting of Kenneth R. McAllister or Christopher C. McAllister. Building Committee shall have seven (7) days from the date of submission of complete plans to approve or disapprove of such plans in writing. If Building Committee has not responded at the end of such seven (7) day period, such plans will be deemed approved for the purposes of the Restrictive Covenants. No building permit shall be obtained from the Town of Cedar Lake, Indiana until and unless the plans and specification for the improvement have been given written approval by the Building Committee. In the event of the death or resignation of Kenneth R. McAllister or Christopher C. McAllister of said Building Committee, the remaining member shall have full authority to perform all of the duties of the committee.

The Building Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease on January 1, 2006. Thereafter, the approval described herein shall not be required unless prior to such date and effective thereof, a majority of the lot owners in said subdivision appoints a representative or representatives who shall thereafter exercise the same powers previously exercised by said Building Committee.

As the lots are sold, the lot owners shall become members of a Property Owner's Association. At that time, the Property Owner's Association shall be responsible for all maintenance and up-keep of Parrish Fields Subdivision including the designated Detention and Park Areas.

The Developer 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 or specifications submitted, revised or approved in 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; and (d) the construction or performance of any work, whether or not pursuant to approved plans,

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1. drawings and specifications. Any person submitting plans to the Building committee shall hold the Developer and the building Committee harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.
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. 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 Cedar Lake, Indiana, be in writing, recorded and for good cause shown.
4. No structure shall be erected, altered, placed or permitted to remain on any lot in this subdivision other than a single family dwelling not to exceed two stories in height, unless said structure is expressly approved by the Building Committee. Structure as referred to herein shall include, without limitation, any fence, kennel, patio, playhouse, building, shelter, lean-to, garage or 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. Each dwelling shall have a private garage for at least one (1) car. For purpose of the preceding restriction, a dwelling house containing two (2) full stories plus an attic shall be deemed a two (2) story house.
5. All residential structures shall comply with the following: (1) All one-story residential structures shall have a minimum exterior dimensioned first floor area of 1,040 square feet; (2) All bi-level and tri-level residential structures shall have a minimum exterior dimensioned first and upper floor(s) area of 1,500 feet including the partially below grade levels; (3) All one and one-half story residential structures shall have a minimum exterior dimensioned floor area of 1,500 feet; (4) All quad-level residential structures shall have a minimum exterior dimensioned floor area of 1,500 square feet; (5) All two (2) story residential structures shall have a minimum exterior dimensioned floor area of 1,500 square feet. In computing the minimum square footage required above, the computation shall exclude porches, breezeways, attached garages or basements. Minimum roof pitch on each dwelling shall be 4/12. Minimum roof overhang on any side of the house will be one (1) foot. Only homes conforming to the Indiana 1 and 2 Family Building Code will be permitted.
6. All driveways must be constructed on concrete, asphalt or reasonable substitute material acceptable to the Building Committee. Construction of a driveway must be completed within ninety (90) days after occupancy of the residential dwelling, weather permitting.

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7. The construction of any residential structure shall be completed within six (6) months of commencement of construction. The Building Committee may extend this time if, in their opinion, weather or other conditions prohibit such timely completion. During construction, the lot owner is responsible for keeping construction material and debris off the remaining areas of the Real Estate. Disregard for controlling said material can result in lot owner being required to pay for clean-up of such construction material and debris.
8. No unlawful or immoral uses or activities shall be permitted on the Real Estate in this subdivision.
9. 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.
10. No truck (except standard flat-bed pick-up), tractor, motor home, trailer, boat, utility vehicle, camper, inoperative vehicle, etc, shall be permitted to be parked on any lot or anywhere in the subdivision for more than seven (7) days unless (a) such item is kept in a fully enclosed garage or (b) lot owner has been granted written approval by the Building Committee. It is the intent of the Building Committee to restrict parking of the above-mentioned vehicles to the garages upon the lots and to further restrict vehicular parking in the subdivision to automobiles regularly used by the owners in the subdivision and their guests.
11. No on-street parking shall be permitted in the Subdivision except in front of the Park Area.
12. No fuel tanks shall be allowed above or below grade on any lot.
13. Strips of land shall be reserved as easements for the use of public utilities, for the installation and maintenance of poles, ducts, wires, pipelines, lines 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.
14. 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 (a) they are not kept, bred or maintained for any commercial or hobby purpose, (b) they are kept in pens approved by the Building Committee, (c) they do not create a nuisance, and (d) they are not permitted to roam elsewhere in the subdivision except on a leash.

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15. Any fencing installed by a lot owner shall be no greater than six feet (6') in height and constructed around the rear yard (from the back of the house) only. All fences shall be approved by the Building Committee. A greater height around swimming pools may be allowed if required by ordinance or statute. Chain link fences are only permitted on the rear side of a home and must not be visible from the street located in front of the lot containing the fence. Wood fences may be extended to the lot owner's rear yard property corners.
16. Each Lot Owner shall be responsible for the extension of public sidewalks through said Owner's right of way, within six (6) months of construction commencement.
17. The undersigned shall have and hereby reserves the right and power and without consent or approval of any of the owners of lots in the subdivision or mortgagees of said lots to amend or supplement these restrictive Covenants at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development or any other public, quasi public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the lots of the subdivision and the structures constructed or located thereon, (c) to bring these Restrictive Covenants into compliance with any law or statutory requirement, or (d) to correct clerical or typographical errors in these Restrictive Covenants or any Exhibit hereto or any supplement or amendment hereto.

Any other amendments or changes of these restrictions and declarations shall be made as follows:

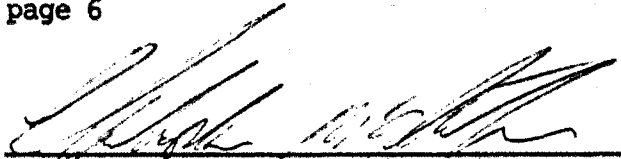
- (A) **Notice.** Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in a notice of a meeting to be held and shall be delivered to all owners of lots within the subdivision.
- (B) **Resolution.** A resolution adopting a proposed amendment following such meeting must be adopted by the owners of not less than seventy-five percent (75%) of the total number of lots within the subdivision, including lots owned by the Developer. Lot owners not present at a meeting considering such amendment may vote by proxy. After seventy-five percent (75%) of the Owners have approved an Amendment to the Covenants, the amendment shall be submitted to the Town of Cedar Lake in writing, for their review and approval.

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17. (C) Recording. Owners may execute power of attorney designating an attorney-in-fact to execute documents indicating the adoption of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorney-in-fact or by the respective lot owners in such form as to be recordable in the Office of the Recorder of Lake County, Indiana.
18. The East Lot, known as the Park Area and Detention Pond Area, shall be deeded to the Property Owner's Association. After the receipt of the deed, the Property Owner's Association shall then be responsible for maintenance and upkeep of said Lot.
19. The Developer shall install four (4) street lights in the Subdivision. The Developer shall pay for the initial installation and electric service for the first two (2) years of usage. After two (2) years of usage, the Town of Cedar Lake shall be responsible for all maintenance and electrical usage bill (NIPSCO).
20. The foregoing covenants, restrictions and conditions shall run with the land and shall be binding upon all the parties claiming or owning any interest in the Real Estate or any lot or parcel therein until January 1, 2006, at which time said covenants, restrictions, and conditions shall automatically be extended for successive periods of ten (10) years each, unless there is a vote of the owners of a majority of the lots covered by these covenants, restrictions and conditions. If any owner or person in possession shall violate or attempt to violate any of these covenants, restrictions and conditions, it shall be lawful for the undersigned or any person or persons owning any lots in said subdivision to file and prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these covenants, restrictions and conditions, and to recover damages caused by such violations, and such person or persons shall pay court costs and reasonable attorney fees in the event judgment is rendered against him or her or them.
21. 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 a waiver of the right to do so thereafter, and shall in no way be construed as a permission to deviate from said restrictions, conditions and covenants.
22. Invalidation of any of the covenants by judgement or decree of court shall in no way affect any of the other provisions hereof which shall remain in full force and effect.



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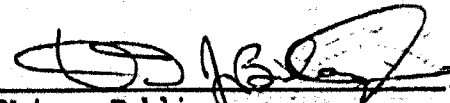
By: Keith McAlister

STATE OF INDIANA     )  
                                  ) SS:

COUNTY OF LAKE     )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_, and acknowledged the execution of the above and foregoing Restrictive Covenants.

Witness my hand and Notarial Seal this 10 day of Dec, 1997.

  
Notary Public  
Printed: DAVID J. BRUMBAUGH  
Resident of LAKE County

My Commission Expires:

FEB 3, 2001