

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

99 APR -8 P11 3: 07

MORRIS W. CARTER  
RECORDER

99030078  
**FILED**

APR 08 1999

**PETER BENJAMIN  
LAKE COUNTY AUDITOR**

RETURN TO: LAKE COUNTY TRUST #4666  
2200 NORTH MAIN STREET  
CROWN POINT, INDIANA 46307

**DECLARATION OF RESTRICTIONS FOR  
DEER RIDGE ESTATES, IS  
LAKE COUNTY, INDIANA**

**NOT OFFICIAL!**

THIS DECLARATION, made this day by Lake County Trust Company, Trust No. 4666 (hereinafter referred to as the "Developer").

**the property of  
the Lake County Recorder!**

**WITNESSETH:**

WHEREAS, Developer is the owner of real property described in Clause I of this Declaration and is desirous of subjecting said real property to the conditions, options, restrictions, reservations, undertakings, agreements and easements hereinafter set forth (sometimes hereinafter collectively referred to as "Covenants"), each and all of which is and are declared to be equitable servitudes binding upon the property so designated and each owner thereof and every other party having any interest therein, and shall inure to the benefit of and pass with said property, and each and every parcel thereof.

NOW, THEREFORE, Developer hereby declares that the real property described in and referred to in Clause I hereof, is, and shall be, held, transferred, sold, conveyed, and occupied subject to these Covenants.

**CLAUSE I.**

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

**DEER RIDGE ESTATES.** The real property, which is the property benefitted is, and shall be, held, transferred, sold, conveyed, used and occupied subject to the Covenants, and is commonly known as DEER RIDGE ESTATES, located in Lake County, Indiana, and is more particularly described as follows, to-wit:

Lots 1, 2, 3, 4 and 5, and Outlot "A", in Deer Ridge Estates, an addition to Lake County, Indiana, as shown in Plat Book 86, Page 25, in the Office of the Recorder, Lake County, Indiana.

**CLAUSE II.**

**GENERAL PURPOSES OF THIS DECLARATION**

This Subdivision is subject to the Covenants to promote proper use and appropriate development and improvement of DEER RIDGE ESTATES and every part thereof; to protect each and every owner of any part of DEER RIDGE ESTATES against such use as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or

000596

#1221  
3000  
SM

unsuitable materials; to promote adequate and reasonable development of DEER RIDGE ESTATES 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 DEER RIDGE ESTATES 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 DEER RIDGE ESTATES, their respective legal representatives, heirs, successors, grantees, and assigns.

### CLAUSE III. GENERAL RESTRICTIONS

1. LAND USE. Each lot shall be used, exclusively, as a site for a dwelling for private residence purposes only by one family. Prior to the time that legal title to a lot is first transferred from the developer to an owner, the developer shall be permitted to resubdivide or replat said lot and, in addition, the developer shall be entitled to dedicate additional roadways over and across said lot(s). Once the developer transfers legal title from himself to an owner, no further resubdivision shall be permitted and no lot owner shall provide access over and across said lot to any other real estate without the express written permission of the developer.

2. DWELLING SIZE. The minimum square footage of living area shall be 2,400 square feet on the main level for a ranch-style house, 2,700 square feet for all other permitted styles. No bi-levels or raised ranches shall be permitted to be built on any lot within the subdivision. All houses shall have an attached two (2) car (minimum) garage.

3. ARCHITECTURAL CONTROLS. Architectural controls shall be in effect to govern the site plan, design, and style of the house and/or associated structures, final grading of the lot, and quality of materials (see the terms and conditions of the attached "Check List of Requirements for Construction"). The Architectural Control Committee shall consist of the Developer, or its designated agent(s), or assignees. After all lots have been built upon, or at such earlier time as the Developer deems appropriate, the architectural control of the subdivision shall be vested with and continued by a simple majority of the lot owners granting approval, thereby turning over complete architectural control to the property owners themselves, and Developer shall thereupon be relieved and discharged from all such duties so assigned. Neither the lot owners, nor any agent(s) thereof, nor the Developer, shall be responsible in any way for any defects in plans, specifications, or other materials submitted to the Architectural Control Committee, nor for any defects in any work done according thereto.

Approval of all plans shall be required prior to the construction of any dwelling or structure. Site plans shall be submitted showing the location of property lines, all proposed structures, existing and proposed grades, well(s), sewers and/or septic field, landscaping, and fences. Home styles shall be compatible with the existing area and the contour of the land. Diversity in homestyles, rooflines and appearance shall be encouraged (identical homestyles will be discouraged). At least thirty-five percent (35%) of the exterior of the entire house and/or structure shall be masonry. In lieu of traditional face brick or masonry, the Architectural Control Committee may, at their discretion, approve the use of faux rubble stone foundation on the structure, paving brick on the driveway, or other aesthetically pleasing use of masonry materials on the site in order to meet part of the thirty-five percent (35%) masonry requirement. The minimum allowable roof slope shall be 6' rise in 12' run. 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 architectural control committee and is subject to its written approval. Approval or disapproval shall be given in writing within thirty (30) days after receiving complete plans and specifications. Construction may commence once approval is granted, or in the event neither written approval nor disapproval is obtained within thirty (30) days after submission of complete plans and specifications. Whether approval is granted by the Architectural Control Committee or by default, all improvements shall conform to these covenants. The home owner shall notify the Architectural Control Committee in writing, by mail, return receipt requested, of the issuance of the certificate of occupancy. The Architectural Control Committee may inspect the improvements after this notification to approve for compliance. If no suit to enjoin the construction has been commenced prior to ninety (90) days after the home owner properly notifies the Architectural Control Committee of the issuance of the certificate of occupancy, approval will not be required and the related Covenants shall be deemed to have been fully complied with. All construction shall be completed within nine (9) months from the date of issuance of the building permit. The primary residence on said lot shall be built by a licensed and bonded general contractor or an owner who has successfully passed the general contractor's licensing examination given by the appropriate governmental authority. 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.

4. ADDITIONAL STRUCTURES. 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 until the complete construction plans, site plan and specifications are approved pursuant to the section entitled, "ARCHITECTURAL CONTROLS." Notwithstanding anything contained herein to the contrary, no more than one of the following additional structures: detached garage, barn or storage shed or outbuilding, shall be permitted on each lot. The total square footage of said additional structure shall not exceed 250 square feet, and the material used on the exterior of said structure shall be the same as the material used on the exterior of the primary residence located on said lot. The appearance of the additional structure shall match, as closely as possible, the design, character and style of the primary residence.

5. BUILDING LOCATION. No house, garage, or other structure shall be located closer than fifty (50) feet from a side property line. Front and rear building lines are shown on the plat of subdivision. Site plan must specifically show the house, building sidelines, front setback line, and rear setback line.

6. WOODLANDS PRESERVATION. No tree over 6" in diameter, measured 1 foot above grade, shall be removed without good cause. Good cause shall be limited to those trees which are necessary to build one's home, drive, sewer line, garage, or other permitted structure, or those trees which have been found to be dead, dying, diseased, or pose a hazard to life, limb or property, as attested to by a qualified tree surgeon.

7. FENCES. Metal fences and/or vinyl coated metal fencing and support posts shall not be permitted to be erected on any lot in the subdivision. All fences shall be constructed of such other materials and in a manner which does not detract from the natural quality and aesthetic appearance of the existing geographic areas 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 development shall be kept in good repair by the owner.

8. **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) Prevent the existence of any other item(s) that reasonably tend(s) to detract from or diminish the aesthetic appearance of the Subdivision.

(iii) Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

9. **NUISANCES.** No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No waste, trash or garbage of any sort shall be allowed on any lot.

10. **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.

11. **WEAPONS.** The use of firearms within the Subdivision is strictly forbidden. No hunting, target practice, nor any other use of firearms or other weapons is allowed.

12. **CONSTRUCTION OF DRIVEWAYS.** All driveways in the subdivision shall be paved with two inches of black top over a base of eight inches of stone. It is recommended that the stone base be in place prior to tree clearing, and it is required that the stone base be in place prior to any foundation excavation. Weather permitting, the final surface of the driveway shall be paved no later than thirty (30) days after occupancy.

13. **OVERNIGHT PARKING.** No trucks or other similar vehicles having a load rating in excess of three-quarters (3/4) of a ton shall be permitted to be parked on any of the streets or lots of the subdivision in excess of four (4) hours.

14. **LANDSCAPING.** All landscaping shown on the initial plans and specifications of the house as approved by the architectural control committee and such other landscaping as is necessary for the integrity of the subdivision shall be completed by the owners within thirty (30) days of occupancy, weather permitting.

15. **YARD FIXTURES.** Clothes lines, either permanent or temporary, shall not be permitted on the exterior of any structure or on any lot within this subdivision. Automatic dusk to dawn yard lighting shall not be permitted. Lighting energized by motion detection devices shall be permitted, as long as the lights reset (turn off) within ten (10) minutes after being energized. Manually controlled outside lighting shall be permitted.

#### **CLAUSE IV.** **USE AND ENJOYMENT OF OUTLOT "A"**

1. **USE.** Outlot "A" is intended for use as a private park. Developer has no obligation to further improve Outlot "A" as a private park. The Developer shall convey Outlot "A", free and clear of all liens and encumbrances, to the Deer Ridge Estates Home Owners Association, Inc. (POA) established pursuant hereto. Outlot "A" shall be common property for the exclusive, peaceful use of the owner(s) of any lot in Deer Ridge Estates, or their immediate families, their guests and

invitees. Guests and invitees of any owner may only use Outlot "A" when they are accompanied by and in the direct presence of an owner, or an owner's immediate family member. No unescorted guests or invitees are permitted to use Outlot "A" at any time.

The use of alcoholic beverages and illegal controlled substances is prohibited on Outlot "A".

2. MAINTENANCE AND UPKEEP. The Developer shall establish the POA for the purpose of owning and maintaining Outlot "A" in accordance with the Articles of Incorporation and By-Laws of the POA.

3. ASSESSMENTS.

a. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each lot owner hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the POA: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) special assessments for enforcement, such assessments to be fixed, established and collected from time to time, as hereinafter provided (herein the "Assessments"). Each Assessment, together with such interest thereon, attorneys' fees, and cost of collection thereof, as hereinafter provided, shall be a charge on that owner's lot, and shall be a continuing lien thereon. Each Assessment, together with such interest, costs and attorneys' fees shall also be the personal obligation of the person(s) who was the owner(s) of such lot at the time when the Assessment was levied. The personal obligation shall not pass to successors in title unless expressly assumed.

b. PURPOSE OF ANNUAL ASSESSMENTS. The annual Assessments levied by the POA shall be used exclusively for the purpose of meeting all of its obligations under these Covenants, for the maintenance, repair and replacement of Outlot "A" and its facilities and for the general management and operation of the POA in a manner consistent with these Covenants and the Articles of Incorporation and By-Laws. Such annual Assessments may include, but are not limited to, the cost and charges to the POA of all taxes, insurance, maintenance, repair and replacement costs of Outlot "A" and its facilities, as may from time to time be authorized by the Board of Directors, and other facilities, activities and charges required by these Covenants or that the Board of Directors shall determine to be necessary or desirable to meet the primary purpose of the POA.

c. ANNUAL ASSESSMENTS. The amount of the annual Assessments shall be fixed by the Board of Directors of the POA each year and shall be based upon the projected budget prepared by the Board of Directors for that year.

d. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual Assessments above, the POA may levy in any Assessment year a special Assessment for the purpose of paying, in whole or in part, the cost of any construction of, or the reconstruction or replacement of, a capital improvement which is or shall be a part of Outlot "A" and its facilities, including the necessary fixtures and personal property related thereto, PROVIDED THAT, any such special assessment shall have the assent of the owners of 3/5 of the lots.

e. SPECIAL ASSESSMENTS FOR ENFORCEMENT. In addition to annual Assessments and special Assessments for capital improvements, the POA shall levy against any lot owner who is in breach of any obligation under these Covenants, special Assessments in the amount of the costs and expenses, including attorneys' fees, issued or paid by the POA in the exercise of its obligations under Clause IV.3.h.



f. ALLOCATION OF CERTAIN ASSESSMENTS. Annual and special Assessments for capital improvements shall be allocated by the POA against a lot by dividing the total aggregate amount of such annual or special Assessments by the number of lots. Assessments shall be collected on a monthly, quarterly or other basis as determined by the Board of Directors and shall be assessed equally among all lots.

g. DATE OF COMMENCEMENT OF ASSESSMENTS. Assessments may commence for all lots on the first day of the month in which the Developer conveys title to the first lot. The Board of Directors shall fix the amount of the annual Assessment against each lot at least thirty (30) days in advance of each annual Assessment period. In the event the Board of Directors fails to establish the annual Assessment as provided, the amount of the last annual Assessment shall remain in effect for the ensuing year, or until such time as the annual Assessment is fixed by the Board of Directors. Written notice of any change in the amount of the annual Assessment shall be sent to every owner subject to the annual Assessment. All notices to owners shall be mailed to the address shown on the records of the POA. Assessments shall be due on the first day of each month, or quarter, or otherwise as determined by the Board of Directors. A new lot owner shall be liable for payment of Assessments on the first day of the month following conveyance of title. The POA shall upon demand at any time furnish a certificate in writing, signed by an officer of the POA, setting forth whether the Assessments on a specified lot have been paid, and a reasonable charge may be made for the issuance of this certificate. Such certificate shall be conclusive evidence of payment of Assessments.

h. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS. Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of one percent (1%) per month, and the POA may bring an action at law against the lot owner(s) personally obligated to pay the Assessment, or foreclose the lien against the lot; either action shall include interest, costs and reasonable attorneys' fees which shall be added to the amount of the Assessment and included in a judgment rendered. The Board of Directors shall perfect such lien by filing notice of the same within sixty (60) days from the date such Assessment was due and may foreclose the lien under the laws of the State of Indiana governing mechanics' and materialmen's liens. The POA in such foreclosure shall be entitled to the appointment of a receiver to collect the delinquent Assessments. The POA may, in addition to such foreclosure action, file suit to recover a money judgment for unpaid Assessments and such action shall not constitute a waiver of the lien securing such unpaid Assessment. If the Board of Directors determines to file foreclosure to collect unpaid Assessments, the Board of Directors acting on behalf of the POA shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. In such case, the delinquent lot owner may be required to pay a reasonable rental for the lot. No lot owner may waive or otherwise escape liability for Assessments by non-use of Outlot "A" and its facilities or abandonment of his lot.

i. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to a lien of any first mortgage. The sale or transfer of any lot shall not affect the Assessment lien. The sale or transfer of any lot pursuant to a mortgage foreclosure shall, however, extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer.

4. POA MEMBERSHIP. Each lot owner, and each future owner of any lot which is encumbered by the Declaration, shall be deemed to be a member of the POA, and shall be bound and obligated by the POA provisions of this Declaration, the Articles of Incorporation and By-Laws of the POA, and any rules and regulations adopted by the Board of Directors of the POA, all of which are incorporated herein by reference, as amended from time to time.

f. ALLOCATION OF CERTAIN ASSESSMENTS. Annual and special Assessments for capital improvements shall be allocated by the POA against a lot by dividing the total aggregate amount of such annual or special Assessments by the number of lots. Assessments shall be collected on a monthly, quarterly or other basis as determined by the Board of Directors and shall be assessed equally among all lots.

g. DATE OF COMMENCEMENT OF ASSESSMENTS. Assessments may commence for all lots on the first day of the month in which the Developer conveys title to the first lot. The Board of Directors shall fix the amount of the annual Assessment against each lot at least thirty (30) days in advance of each annual Assessment period. In the event the Board of Directors fails to establish the annual Assessment as provided, the amount of the last annual Assessment shall remain in effect for the ensuing year, or until such time as the annual Assessment is fixed by the Board of Directors. Written notice of any change in the amount of the annual Assessment shall be sent to every owner subject to the annual Assessment. All notices to owners shall be mailed to the address shown on the records of the POA. Assessments shall be due on the first day of each month, or quarter, or otherwise as determined by the Board of Directors. A new lot owner shall be liable for payment of Assessments on the first day of the month following conveyance of title. The POA shall upon demand at any time furnish a certificate in writing, signed by an officer of the POA, setting forth whether the Assessments on a specified lot have been paid, and a reasonable charge may be made for the issuance of this certificate. Such certificate shall be conclusive evidence of payment of Assessments.

h. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS. Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of one percent (1%) per month, and the POA may bring an action at law against the lot owner(s) personally obligated to pay the Assessment, or foreclose the lien against the lot; either action shall include interest, costs and reasonable attorneys' fees which shall be added to the amount of the Assessment and included in a judgment rendered. The Board of Directors shall perfect such lien by filing notice of the same within sixty (60) days from the date such Assessment was due and may foreclose the lien under the laws of the State of Indiana governing mechanics' and materialmen's liens. The POA in such foreclosure shall be entitled to the appointment of a receiver to collect the delinquent Assessments. The POA may, in addition to such foreclosure action, file suit to recover a money judgment for unpaid Assessments and such action shall not constitute a waiver of the lien securing such unpaid Assessment. If the Board of Directors determines to file foreclosure to collect unpaid Assessments, the Board of Directors acting on behalf of the POA shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. In such case, the delinquent lot owner may be required to pay a reasonable rental for the lot. No lot owner may waive or otherwise escape liability for Assessments by non-use of Outlot "A" and its facilities or abandonment of his lot.

i. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to a lien of any first mortgage. The sale or transfer of any lot shall not affect the Assessment lien. The sale or transfer of any lot pursuant to a mortgage foreclosure shall, however, extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer.

4. POA MEMBERSHIP. Each lot owner, and each future owner of any lot which is encumbered by the Declaration, shall be deemed to be a member of the POA, and shall be bound and obligated by the POA provisions of this Declaration, the Articles of Incorporation and By-Laws of the POA, and any rules and regulations adopted by the Board of Directors of the POA, all of which are incorporated herein by reference, as amended from time to time.



5. DEVELOPER CONTROL. Developer shall have the right to appoint all of the members of the board of directors of the POA, so long as Developer owns any of the lots in Deer Ridge Estates.

**CLAUSE V.**  
**GENERAL PROVISIONS**

1. SEVERABILITY. In the event that any part(s) of the restrictive Covenants is construed or declared unenforceable by a Court of competent jurisdiction, remainder shall so continue in full force and effect as though the unenforceable portion or portions were not included herein.

2. INITIAL TERMS 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 10 years, unless a signed agreement by seventy-five percent (75%) (or more) of the then current property owners of said lots has been recorded, modifying these Covenants in whole or in part.

3. 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 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 shall be entitled to recover attorney fees and other costs and expenses incurred in the enforcement of the provisions of these Covenants from any owner or owners in violation of the same.

4. ASSIGNMENT. Developer reserves the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Developer by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Lake County, Indiana and Developer 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 Developer, its agent(s) and/or assigned, 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 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 unwilling to enforce these covenants, each lot owner shall be permitted to initiate enforcement action against another owner at their own expense.

6. 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, new types of construction, or other items not specifically addressed herein, the Developer (or assignee) 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 benefitted and shall be binding upon said various owners and their respective successors and assigns.



7. 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.

**CLAUSE VI.**  
**TRUSTEE CAPACITY AND EXCULPATION**

It is expressly understood and agreed that this instrument is executed by Lake County Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that Lake County Trust Company, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this instrument contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on Lake County Trust Company, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. Lake County Trust Company, personally, is not a "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed this  
7th day of April, 1999.

**DEVELOPER:**

LAKE COUNTY TRUST COMPANY, not  
personally but as Trustee under the provisions  
Trust No. 4666

By: Elaine M. Sievers

Printed Name: Elaine M. Sievers

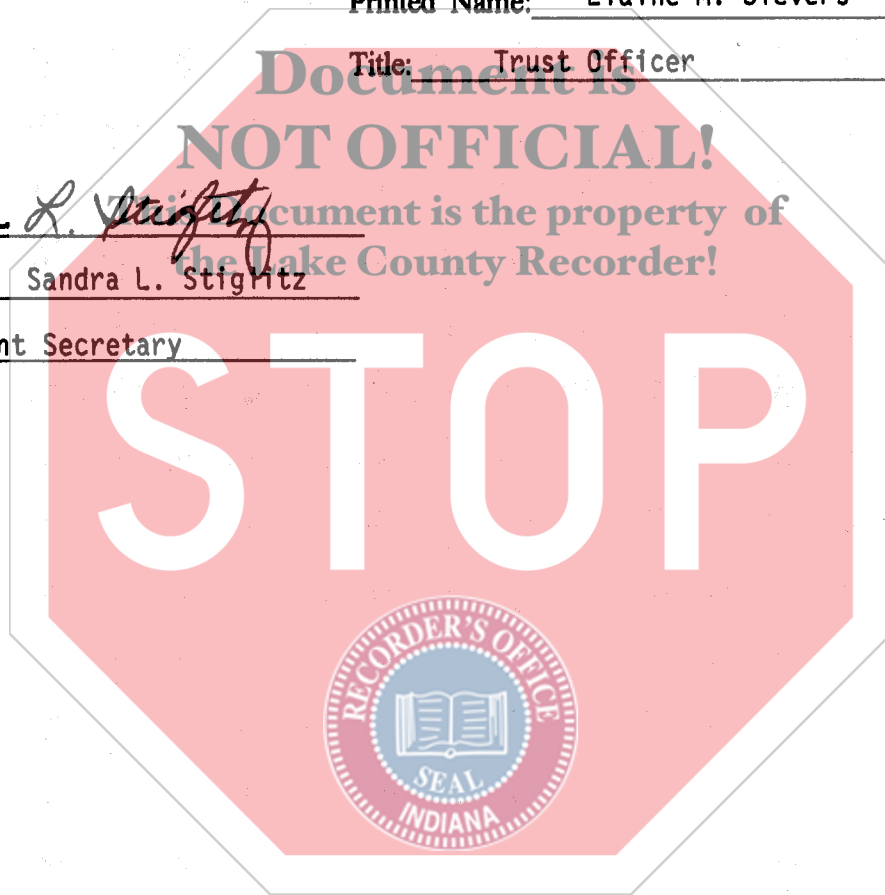
Title: Trust Officer

**ATTEST:**

By: Sandra L. Stigritz

Printed Name: Sandra L. Stigritz

Title: Assistant Secretary





STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

**ACKNOWLEDGMENT**

I, Linda Scheidt, a Notary Public in and for said county in the State aforesaid, do hereby certify that Etaine M. Sievers and Sandra L. Stiglitz of the LAKE COUNTY TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as a free and voluntary act of the Lake County Trust Company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and seal this 7th day of April, 1999.

*Linda Scheidt*  
Notary Public

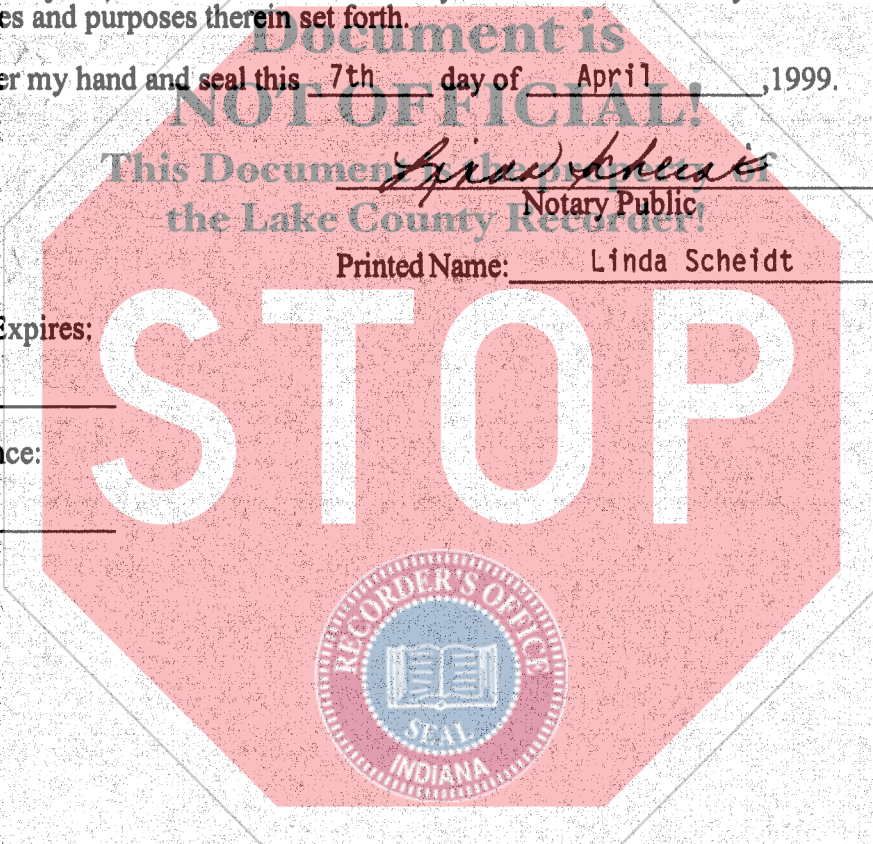
Printed Name: Linda Scheidt

My Commission Expires:

5-22-2000

County of Residence:

Lake



This instrument prepared by Thomas N. Simstad, P.O. Box 22, Crown Point, Indiana 46307

simstad\deer ridge estates declaration

**CHECK LIST OF REQUIREMENTS FOR CONSTRUCTION (PLEASE FILL IN ALL BLANKS)**

OWNER NAME \_\_\_\_\_  
CURRENT ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE (DAY) \_\_\_\_\_ (EVE.) \_\_\_\_\_  
PROJECT ADDRESS \_\_\_\_\_  
LOT # \_\_\_\_\_ **DEER RIDGE ESTATES** \_\_\_\_\_  
PROJECT TELEPHONE NUMBER (IF APPLICABLE) \_\_\_\_\_

**1. SITE PLAN, DRAWN TO SCALE - SHOWING (ALL THAT APPLY):**

- A. PROPERTY LINES
- B. LOCATION OF DWELLING
- C. LOCATION OF OTHER DETACHED STRUCTURES
- D. BUILDING SETBACK LINES
- E. EASEMENT LINES
- F. UTILITIES
- G. EXISTING GRADES
- H. PROPOSED GRADES
- I. WELL(S) AND/OR WATER SERVICE TAP
- J. SEPTIC FIELD AND/OR SEWER TAP
- K. DRAINAGE STRUCTURES
- L. LANDSCAPING
- M. DRIVEWAY
- N. WALKWAY
- O. DECKS
- P. SWIMMING POOL
- Q. FENCES
- R. DIMENSIONS NECESSARY TO PROPERLY LOCATE THE ABOVE
- S. SCALE AND NORTH ARROW

**2. DETAILED BUILDING PLANS - A COMPLETE SET OF WORKING DRAWINGS THAT WOULD ALLOW A PROFESSIONAL LICENSED CONTRACTOR TO ACCURATELY CONSTRUCT THE PROPOSED DWELLING. THE DRAWINGS MUST CLEARLY SHOW THE SIZE, LOCATION, AND MATERIAL OF EACH PORTION OF THE STRUCTURE.**

**REQUIREMENT CHECKLIST**

RANCH-STYLE HOUSE \_\_\_\_\_ OTHER PERMITTED STYLE \_\_\_\_\_

If ranch style, what is the square footage of the finished, heated living area (excluding basement & garage)?

Total first level \_\_\_\_\_ sq. ft.

If other permitted style, what is the square footage of the finished, heated living area (excluding basement & garage)?

first level \_\_\_\_\_ sq. ft.  
second level \_\_\_\_\_ sq. ft.  
TOTAL \_\_\_\_\_ sq. ft.

What is the percentage of masonry on the exterior of the house and/or structure? \_\_\_\_\_ %

What is the minimum roof slope of the house and/or structure? \_\_\_\_\_ ' rise in 12' run

I do hereby certify, represent, and warrant that I have complied with all the covenants for DEER RIDGE ESTATES, and that my parcel shall be developed as shown on the plans submitted and as shown on this checklist.

\_\_\_\_\_  
(SIGNATURE AND DATE)

**NO APPROVAL FOR CONSTRUCTION SHALL BE GRANTED UNLESS THIS CHECK LIST IS COMPLETED, SIGNED, AND PROPERLY SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ALONG WITH THE PLANS AND SPECIFICATIONS**