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STATE OF INDIANA
LAKE COUNTY
FILED RECORD

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PETER BENJAMIN
LAKE COUNTY AUDITOR

**DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO LOTS IN PRAIRIE ESTATES, PHASE I, AN
ADDITION TO THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA**

This declaration made this 10th day of April, 2000 by Gatlin Children's Trust # 4, by its Trustees, John Gatlin, Darl Gatlin and Musetta Yeager, hereinafter referred to an "Owner" or "Developer"

RECITALS, INTENT AND PURPOSES

WHEREAS, the Owner has caused a plat of subdivision to be approved by the Town of Schererville and the same has been recorded in the Office of the Recorder on the 10th day of April, 2000 as Document No. 2000-024684 Plat Book 88, Page 36.

NOW, THEREFORE, the Owner and Developer hereby declare that all of the property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, restrictions, covenants and conditions shall run with the real estate described as Lots 1 thru 63, inclusive in Prairie Estates, Phase I and shall be binding on all parties having or acquired any rights, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

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, specifications, plot plan, and exterior elevations have been submitted to and approved in writing by the developer or its duly authorized agents or assigns. The submission so made shall also include the square footage of the proposed improvement.

The Owner, and Developer, his 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 plan 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; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and; (3) the development of any property within Prairie Estates, Phase I, Addition to the

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Musetta Yeager
1111 E. Main St. Griffith In. 46319

Town of Schererville, Lake County, Indiana. Any person submitting plans to the Owner and Developer shall hold the Owner and Developer harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

**ARTICLE II
USE RESTCTIONS**

- A. CONVENANCE.** Each lot shall be conveyed as a separately designated and legally described freehold interest subject to the terms, conditions and provisions hereof.
- B. USE.** All lots in this subdivision shall be used for one family or two family residential purposes only.
- C. MINIMUM FLOOR AREA.** The computation of square footage shall exclude porches, breezeways, garages and basements. All garages shall be attached to the principal residential structure and shall be sized for a minimum of two cars. All construction shall be in accordance with R-2 zoning requirements effective in the Town of Schererville.
- 1.) All two family residential structures shall have a minimum total useable area of 1,200 square feet per side.
 - 2.) All single family residential structures shall have a minimum total useable floor area of 1,500 square feet.
- D. TEMPORARY STRUCTURES.** No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn, or other building shall be used on the property at any time as a residence, either temporarily or permanently.
- E. TYPE OF CONSTRUCTION.** No building previously constructed elsewhere shall be moved upon any lot within this subdivision.
- F. APPEARANCE.** All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.
- G. FUEL TANKS.** Exterior fuel tanks shall be buried in conformity with applicable ordinances or statutes or fuel tanks may be placed in the basement of the residential structure.
- H. STORAGE.** No recreational vehicle (motor home, trailer, boat camper, etc. shall be permitted to be parked on any lot or anywhere in the subdivision for more than 48 hours unless in a garage.

- I. FENCES.** Fences no greater than four feet (4') in height may be constructed around the side and rear yards of any lot in the subdivision. A greater height may be allowed if the same is required by ordinance or statutes around a swimming pool. Chain link fences are prohibited from use anywhere in the subdivision.
- J. SIDEWALKS.** Any residence or dwelling house erected on any lot shall provide a five (5') foot public sidewalk or poured concrete along all street frontage and within the public right-of-way.
- K. EXCAVATION.** All foundation excavation shall be performed by an excavating contractor approved by the developer, provided however, that backfilling, rough or finish grading, cutting of driveways or sidewalks, or similar work may be performed by any contractor of the owner choosing.
- L. EROSION CONTROL.** The front, side and rear yards of each lot shall be seeded or sodded in grass within nine (9) months after the Certificate of Occupancy is issued, furthermore all owners of record shall be responsible for Erosion Control maintenance of their lot from date of contract sale.

**ARTICLE III
AMENDMENTS OR CHANGES**

Amendments or changes in the restrictions and declarations set forth herein shall be proposed and adopted as follows.

- A. NOTICE.** Notice of the subject matter of the proposed amendment in reasonable detailed form shall be included in a notice of a meeting to be held and shall be given to all owners of lots or half-lots within the subdivision.
- B. RESOLUTION.** A resolution adopting a proposed amendment following such a meeting must be adopted by not less than seventy five percent (75%) of the total number of lot owners within the subdivision. Lot owners not present at a meeting considering such amendment may vote by proxy.
- C. RECORDING.** Owners may execute a 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 attorneys-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.

**ARTICLE IV
EXISTANCE AND TERMINATION**

The covenants and restrictions herein set forth shall continue in perpetuity and shall be terminated, if at all, by the agreement of the lot owners and their respective mortgages, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the recording of instruments. The termination shall become effective when such agreements have been recorded in the Office of the Recorder of Lake County, Indiana.

ARTICLE V
GENERAL PROVISIONS

- A. SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgement or Court Order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.
- B. ENFORCEMENT. The Owner or Developer, his heirs, successors and assigns, or any owner of a lot or half-lot or any mortgagee of property within the subdivision, shall have the right to enforce any provision of this Declaration by any proceeding of law or equity. Any owner found to be in violation by a Court of competent jurisdiction of any provisions of this Declaration shall also be liable for reasonable attorney fees incurred in prosecuting such action and in enforcing the terms and conditions hereof. The failure to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Restrictions do not provide for forfeiture or reversion thereof.

Gatlin Children's Trust # 4


John I. Gatlin, Trustee


Dari D. Gatlin, Trustee


Musetta L. Yeager, Trustee

Notary 
Belinda M. Hamacher

My Commission Expires 4/21/01
County Residence Lake

