

STATE OF INDIANA  
LAKE COUNTY  
FILED

2000 052195 AMENDMENT NO. 1  
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**DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR DEEP RIVER POINTE DEVELOPMENT,  
CITY OF HOBART, INDIANA**

THIS AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEEP RIVER POINTE DEVELOPMENT, CITY OF HOBART, INDIANA (this "Amended Declaration") is made as of April 20, 2000, with reference to the following circumstances.

- A. Amendment No. 1, which affects certain real estate in the County of Lake, State of Indiana ("Property"), which is more particularly described in Exhibit A attached hereto which is subject to certain Declaration of Covenants, Conditions and Restrictions for Deep River Pointe Development, City of Hobart, Indiana, (together with the Code of By-laws of Deep River Pointe Property Owners Association, Inc.), which was filed on February 13, 1997 in the Office of the Recorder of Lake County, Indiana, as document 97009330 (the "Current Declaration"); and
- B. The Property was subdivided into residential Lots in order to create a private residential community with streets, an entrance, landscape easements, access easements, and other common areas and amenities for the benefit of such residential community and filed the Current Declaration to provide for the preservation and enhancement of the values and amenities in such community and the common areas therein; and
- C. Deep River Pointe Property Owners' Association, Inc. desires to amend, pursuant to the terms and conditions thereof, the Current Declaration and those rights, privileges, covenants, restrictions, easements, assessments, charges and liens for the benefit of the Property and each Owner of all or part thereof, each and all to the extent herein provided.
- D. The Declaration of Covenants, Conditions and Restrictions for Deep River Pointe Development, as well as Amendment No. 1 are for Phase I only.
- E. The benefits of these Covenants run to the Hobart Plan Commission and shall be specifically enforceable for the Hobart Plan Commission in addition to enforcement by the property owners.
- F. Notwithstanding any other provision of this Declaration of Covenants, Conditions and Restrictions, no amendment shall be legally effective unless first approved by the Hobart Plan Commission.

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LAKE COUNTY AUDITOR

NOW, THEREFORE, Board hereby amends the Current Declaration as follows and declares that the Property, and any additional real estate as may by subsequently subjected to the

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TICOR TITLE INSURANCE  
Crown Point, Indiana

Return: David Barrick  
Coldwell Banker  
20 East U.S. 30 Anderson, IN 46375

Current Declaration and this Amended Declaration as provided herein, shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions which shall run with the land and shall be binding on, and inure to the benefit of, all persons or entities now or hereafter having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title and assigns.

In order to maintain harmonious architectural design, there is hereby created the Deep River Pointe Architectural Control Committee (the "Committee") which shall initially consist of three (3) persons appointed the Board. The Board shall have the authority to designate and remove members of the Committee. The Committee may designate any one of its members to act on its behalf. In the event of any vacancy on the Committee, the Board shall appoint a replacement. The Committee shall have the authority to approve all plans and specifications for all structures to be erected in the subdivision. No building for the principal use of residential dwelling or any other structure may be erected on any Lot, unless and until the plans and specifications therefor have been approved in writing by the Committee. No construction of any structure shall be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be entirely within its discretion.

#### ARTICLE V

#### ARCHITECTURAL CONTROL

##### 5.01 Construction Restrictions.

A. **Structures.** No building or other structure shall be erected, constructed, placed, maintained, or altered on any Lot, nor shall the natural topography or drainage of any Lot be altered, until the construction plans for the structure and for the topographical alterations have been approved by the Committee. The plans must show floor plan, quality of construction, materials, outside colors to be used, harmony of external design with existing structures and location with respect to Lot lines, topography and finish grade elevations. When placing the home on the Lot as required by Section 5.04, consideration must be given to saving as many trees as are possible on each Lot; therefore, the clear cutting of all trees on a Lot would not be approved by the Committee. Construction plans shall include a description of erosion control measures to be taken during and after construction; and no plans shall be approved without erosion control measures complying with Section 5.03 D. Two (2) sets of complete plans must be submitted to the Committee. One (1) set will be retained in the Board's office and one (1) set will be returned to the builder. The Committee's approval or disapproval as required in these

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covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Board, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Board to recover any damages or to require the Committee or the Board to take, or refrain from taking, any action. Neither the submission of any complete sets of plans to the Board's office for review by the Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction for the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

**B. Landscaping.** All Lots shall be landscaped only in accordance with plans approved in writing by the Committee prior to any development of the Lot. Such landscaping plan shall include information regarding the type of sod, the type of seeding, the type of trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, fences, walls, lighting and screening. No fences shall be permitted except as described in Section 5.06. All landscaping hereunder or otherwise to be provided on any Lot shall be completed within sixty (60) days after the substantial completion of construction of any building to be constructed on the Lot; provided, however, if winter weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as winter weather conditions permit but in no

event later than May 15<sup>th</sup> following such winter weather delay. Every effort shall be made to preserve as many trees as reasonably practicable.

#### 5.02 Residential Building Requirements

No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling or duplex or townhouse units on multiple lots designated for such use not to exceed two (2) stories in height and an attached private garage for not more than three (3) cars.

During building of the subdivision the Board or builders may build and use a model home to display and help sell homes or Lots within the subdivision. No Lot or Lots shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the residence dwelling and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: i) No sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than of a dwelling; ii) No commodity sold upon the premises; iii) No person is employed other than a member of the immediate family residing on the premises; and iv) No mechanical or electrical equipment is used. In no event shall a barber shop, styling salon, beauty parlor, tea room or other food or beverage service, fortune-telling parlor, animal hospital, animal boarding, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

5.03 **General Restrictions.** Each building or other structure erected, constructed, placed, maintained or altered on any Lot shall adhere to the following:

#### A. Architectural Standards

- (i) Roofs shall have a minimum pitch of 6/12.



(ii) All finish landscaping shall have (at a minimum) sod lawn to front entry.

(iii) No dwelling shall be permitted on any Lot with a living floor area of the main structure, exclusive of one-story open porches and garages, of less than the following number of square feet for the following types of dwelling. Size of dwelling will be determined by the location of that dwelling on a specific Lot within the subdivision.

Type of Home	Minimum Square Footage
Townhomes (2-8 Units)	1300 square ft per unit
Duplex Style	1400 square ft per unit
Ranch Style	1600 square feet
2 Story	2000 square feet
Bi-Level	1200 square ft. main level
Tri-Level & Quad-Level	Main & Upper 1300 sq. ft.

(iv) All dwellings must have at least a full-size attached two car garage which is capable of storing at least two (2) automobiles but not to exceed space for three (3) automobiles.

**B. Construction Standards**

(i) Builders of any building or structure shall be bound by the terms and conditions of the Current Declaration and this Amendment, a copy of which shall be provided by Board.

(ii) Builders of any building or structure must complete construction started within six (6) months of commencement of construction.

**C. Sidewalks.** Lots Numbered 1 through 70 and Lots 74-113 (townhouses), exclusively, shall be furnished with a frontage five (5) foot wide sidewalk at the location designated by Developer which shall be constructed as part of the builders' home construction costs. The frontage sidewalk shall be constructed parallel to the street for the full street frontage

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of the lots in question and shall be completed not later than original occupancy, unless winter weather does not permit sidewalk installation at that time. If sidewalk installation is delayed due to winter weather, the sidewalk shall be constructed at the builder's responsibility when the driveway is installed, and, in any event, not later than the May 15th following such winter weather delay.

**D. Erosion Control.** Board has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15 relating to Storm Water Run-off Associated with Construction Activity. A copy of the plan is available for inspection at Board's offices. Owner acknowledges that Owner has reviewed or received a copy of the plan and agrees to take all erosion control measures contained therein as the plan applies to "land disturbing activity" undertaken by Owner, Owner's contractor's and subcontractors and to comply with the Board's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources. Each Owner shall indemnify and hold Board harmless from and against all liability, damages, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Owner, or Owner's contractors, subcontractors, employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Board.

**5.04 Building Location.** All Buildings shall be located on all Lots on the right-of-way line than the minimum building setback lines as shown on the recorded Plat. Each building shall be located no nearer than six (6) feet from any side lot line (eight (8) feet for any two story

building) but shall have a total combined width for the two (2) side yards of not less than twelve (12) feet. No dwelling shall be located closer than twenty (20) feet to any rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of the building; provided, however, that this shall not be construed so as to permit any portion of a building on a lot to be located nearer than six (6) feet from any side lot line or twelve (12) feet from any building on an adjacent lot, whichever distance is greater.

5.05 **Protective Screening.** Protective screening areas are established as shown on the recorded Plat and are noted as "nonaccess easements". Except as otherwise provided herein regarding street intersections under "Sight Distances at Intersections", plantings shall be retained and maintained throughout the entire length of such areas by the Owner or Owners of the Lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a screen fence, landscaping, wall, utilities or drainage facilities, shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

5.06 **Perimeter Fencing.** No perimeter fencing shall be permitted. A privacy fence around an immediate patio shall be permitted; however, such privacy fence shall not be more than six (6) feet high from the ground and must conform to present architectural standards as set by the style of home thereon built and be approved by the Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Committee.

5.07 **Prohibited Structures.** No trailer, modular home, manufactured home, prebuilt home, basement, tent, shack, garage, barn, outbuilding or any structure of a temporary character shall be moved onto, assembled or constructed on any Lot and used at any time as a residence, either temporarily or permanently or allowed to be parked temporarily on any Lot.

5.08 **Tennis Courts and Pools.** No tennis courts or above ground pools shall be permitted. In-ground pools are permitted subject to Committee approval.

**5.09 Detached Buildings.** The construction and placement of any detached storage or pet shelter structures to be used for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property or for the shelter of pets must be of a quality construction and must be maintained in attractive and neat appearance and blend with the established home and be submitted to the Committee for approval before beginning construction. The Committee shall have the authority to require protective screening around these structures. Approval for the construction of the structure must be obtained from the Committee as provided for in Section 5.01 A hereof.

**5.10 Driveways and Chimneys.** No stone or cinder driveways shall be permitted. All driveways are to be a minimum of twelve (12) feet wide and must be constructed of asphalt, brick or concrete. If constructed of asphalt, the depth of the asphalt shall be at least three (3) inches thick. If constructed of concrete, the driveway shall be at least four (4) inches thick. Circular drives in front of homes (if any) may be a minimum of eight (8) feet wide.

**5.11 Signs.** No sign of any kind shall be displayed to the public view on any Lot except one sign of not more the seven (7) square feet advertising the property for sale or rent, or a sign of any dimension used by a builder to advertise the property during the construction and sales period. There is reserved to the Board, its successors and assigns, the right to construct signs as they desire in order to foster the promotion and effect sales of Lots or structures.

**5.12 Livestock and Poultry.** 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, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner.

**5.13 Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish and or for dumping of grass clippings and other landscaping debris if it does or does not have a residence on it. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such



material shall be kept in a clean and sanitary condition. Service for garbage pickup will be provided by the City of Hobart and limited to specific day(s) per week as determined by the city. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines on a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**5.15 Completion Date.** Any structure begun must be completed within a period of twelve (12) months from the date of beginning, or thereafter completely removed. The side, front and rear yards of each Lot shall be planted, in accordance with Section 5 herein, with grass seed, sod or ground cover, by the Owner unless otherwise approved by the Committee, within one hundred twenty (120) days after the structure is completed, or the structure is occupied as a home, whichever is earlier.

**5.16 Fuel Storage Tanks.** No oil or fuel storage tanks may be installed, whether aboveground, underground or concealed within the main structure of the dwelling, basement or attached garage.

**5.17 Lot Division.** There shall be no subdivision or sale of any Lot by a Owner for the purpose of building an additional dwelling.

**5.18 Lighting.** A coach light of the type approved by the Committee shall be installed by the builder or Lot Owner on each Lot on the front of the building garage wall, minimum of two (2) on each garage.

**5.19 Recreational and Commercial Vehicles.** No recreational or commercial vehicles (campers, school bus, trailers, trucks defined as greater than ¾ ton, or boats) may be kept in open areas in this subdivision, whether such open areas are on or off the Lot of any Lot Owner.

**5.20 Utilities, Television Antennas and Satellite Dishes.**

**A. Antennas and Satellite Dishes.** No outside above ground, A.M., F.M., or short wave radio antennas of any type shall be erected or maintained on any Lots or structures in this subdivision. A satellite dish of less than twenty-four (24) inches in diameter may be used by Owners of Lots within this subdivision provided it is roof or wall mounted, which shall always be located in the rear or side of a home, and is approved in writing by the Committee prior to installation. All street or Lot lighting shall be situated on posts with no lines visible.

**B. Overhead Wires.** All public utility services, either in the streets or on any Lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible. Therefore the erection and use of overhead wires, poles, and other facilities of any kind, including but not limited to those associated with electrical, television, cable or telephone service, either electrically or by telephone from poles and overhead wires are hereby prohibited. Nothing herein should be construed to prohibit street lighting or ornamental yard lights if serviced by underground wire or cable.

**C. Electrical Service Entrance.** The Owner of any building erected on the property shall be required to install an electric service entrance of sufficient capacity to meet present and future requirements of the occupants in accordance with the engineering standards of the electric utility company.

**D. Owner Maintenance.** Lot Owners shall be responsible for all landscaping and restoration of paved or planted areas made necessary by maintenance, replacement, or expansion of the underground service facilities. Such work must be done in accordance with Section 5 herein.



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