

STATE OF INDIANA
LAKE COUNTY
FILED JUL 25 2000

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF RECORD FOR
HILL AND VALE ESTATES BAKKER ADDITION
TO THE TOWN OF MUNSTER, INDIANA**

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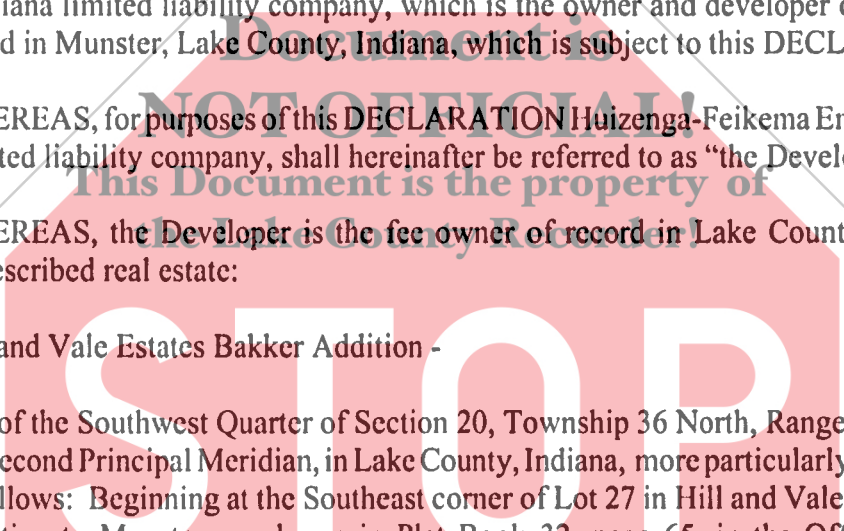
This DECLARATION made this 25th day of July, 2000, by Huizenga-Feikema Enterprises, LLC, an Indiana limited liability company, which is the owner and developer of that certain real estate located in Munster, Lake County, Indiana, which is subject to this DECLARATION.

WHEREAS, for purposes of this DECLARATION Huizenga-Feikema Enterprises, LLC, an Indiana limited liability company, shall hereinafter be referred to as "the Developer," and

WHEREAS, the Developer is the fee owner of record in Lake County, Indiana, of the following described real estate:

Hill and Vale Estates Bakker Addition -

Part of the Southwest Quarter of Section 20, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Beginning at the Southeast corner of Lot 27 in Hill and Vale Estates 1st Addition to Munster, as shown in Plat Book 32, page 65, in the Office of the Recorder of Lake County, Indiana; thence North 00° 22' 30" East, along the East line of said Lot 27, a distance of 150.00 feet, to the Northeast corner of said Lot 27; thence North 90° 00' 00" East, along the Easterly extension of the South right of way line of Ada Lane (60 foot right of way), as shown in said Hill and Vale Estates 1st Addition, a distance of 39.40 feet; thence North 00° 22' 30" East, along the East line of Lots 4, 5, 6, 7, 8, and 9 in said Hill and Vale Estates 1st Addition, and Southerly extension thereof, a distance of 509.43 feet, to the Southwest corner of a 1.064 acre tract reserved in a deed from Elizabeth J. Wicker, *et. al.*, to Cornelius, Nicholas, and Marie Kortenhoeven dated December of 1906 and recorded in Deed Record 119, page 547; thence South 89° 52' 00" East, along the South line of said 1.064 acre tract, a distance of 200.87 feet to the Southeast corner of said 1.064 acre tract; thence South 00° 07' 00" East, along the Southerly extension of the East line of said 1.064 acre tract, a distance of 21.12 feet; thence South 04° 06' 23" East, a distance of 110.25 feet; thence Southerly, along a curve concave to the West, having a radius of 62.50 feet, an arc distance of 187.47 feet (the chord of which bears South 08° 10' 35" East, a chord distance of 124.68 feet), to a point of reverse curve; thence Southwesterly, along said reverse curve, having a radius of 20.00 feet, an arc distance of 27.14 feet (the chord of which bears South 38° 52' 36" West, a chord distance of 25.11 feet); thence South 00° 00' 00" East, a distance of 14.91 feet; thence North 90° 00' 00" East, a distance of 122.00 feet; thence South 00° 24' 28" West, parallel to the East line of said Southwest Quarter, said line also being the Northerly and Southerly extension of the West line of Lot 4, in Hill and Vale Fourth



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Addition to the Town of Munster, as shown in Plat Book 51, page 1, in the Office of the Recorder of Lake County, Indiana, a distance of 197.09 feet; thence North 89° 35' 32" West, a distance of 80.89 feet; thence South 00° 24' 28" West, along the West line, and Northerly extension thereof of Lot 1 in said Hill and Vale Fourth Addition, a distance of 173.48 feet, to the Southwest corner of said Lot 1; thence North 90° 00' 00" West, along the North line of Lots 15, 16, 17, and 18 in Hill and Vale Estates Third Addition, Block Four, to the Town of Munster, as shown in Plat Book 39, page 70 in the Office of the Recorder of Lake County, Indiana, a distance of 288.92 feet, to the point of beginning.

WHEREAS, the above described real estate is more commonly known as Hill and Vale Estates Bakker Addition to the Town of Munster, Indiana; and

WHEREAS, the Subdivision Plat for such real estate has on July 26th, 2000, been duly recorded as document number 2000-052828 in Plat Book 88, page 91, in the Office of the Recorder of Lake County, Indiana; and

WHEREAS, it is the intention of the Developer to impose upon and subject the above-described real estate to the covenants, conditions, restrictions and liens hereinafter set forth.

NOW, THEREFORE, the Developer does hereby declare that all of the above-described real estate shall be held, sold and conveyed in accordance with the Subdivision Plat and subject to the following covenants, conditions and restrictions which are hereby imposed for the purpose of protecting the value and desirability of such real estate or any portion thereof, and all of which shall run with such real estate. Such covenants, conditions and restrictions shall be binding upon all parties having any right, title or interest thereto or any portion thereof, their heirs, successors, successors-in-title and assigns and shall inure to the benefit of each owner thereof.

Architectural Approval

Each residential lot shall be used only for the construction of a single family residence and no building, fence, deck, landscaping, improvement or other structure of any kind shall be commenced, erected or maintained on any of the real estate until the plans and specifications have been submitted in duplicate and approved in writing by the Developer. All such plans and specifications shall be submitted to the Developer at 1854 Ridge Road, Munster, Indiana 46321. That after such approval the Developer shall retain one set of such plans and the other set shall be returned to the Lot Owner or his contractor. No Lot Owner shall apply for a Building Permit from the Town of Munster without the prior written approval of the plans and specifications by the Developer. Each residence shall be erected and completed to the extent necessary to obtain a certificate of occupancy from the Town of Munster within two hundred seventy (270) days from the date of issuance of the Building Permit for such residence, unless any delay thereof is due to an act solely within the control of the Developer.

The Developer shall not be liable for any damage or loss suffered or claimed by a Lot Owner or contractor who submits plans and specifications for approval on account of (a) any defects in any

plans or specifications submitted, amended or approved as herein required; (b) any structural or other defects in any work performed according to such plans and specifications; (c) the approval or failure to approve any plans and specifications whether or not defective; (d) the construction or performance of any work, whether or not pursuant to the approved plans and specifications, and; (e) the development of any of the real estate within Hill and Vale Estates Bakker Addition to the Town of Munster, Indiana. Any Lot Owner submitting plans and specifications to the Developer shall hold the Developer harmless from all claims of whatever kind alleged by any party and shall indemnify the Developer for any loss so incurred, including reasonable attorney fees and all costs of litigation.

Use and Construction

1. *Conveyance.* Each lot within Hill and Vale Estates Bakker Addition to the Town of Munster, Indiana, shall be conveyed to a Lot Owner as a separately and particularly described fee interest.
2. *Subdivision Plat.* Shall refer to those plats or surveys of all or any portion of the subject real estate included within Hill and Vale Estates Bakker Addition which has been or may hereafter be approved for development by the Town of Munster, Indiana, and be recorded in the office of the Recorder of Lake County, Indiana, and as the same may from time to time be amended.
3. *Existing Adjacent Non-Conforming Use.* Shall refer to notice to each and every Lot Owner that the real estate adjacent to the eastern boundary of Hill and Vale Estates Bakker Addition which is more particularly described as:

Parcel 1

The South 370 feet of: Part of the Southwest Quarter of Section 20, Township 36 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at a point on the center line of Ridge Road which is North 79°12' West 337.25 feet West from the East line of said tract and running thence South parallel with the East line of said tract 620.2 feet; thence West at right angle 108.72 feet; thence North parallel with the East line of said tract 640.93 feet to the center line of Ridge Road; thence South 79°12' East on said center line 110.64 feet to the place of beginning, in the Town of Munster, Lake County, Indiana, excepting the following described parcel: Part of the Southwest Quarter of Section 20, Township 36 North, Range 9 West of the Second Principal Meridian described as follows: Commencing at a point on the center line of Ridge Road which is North 79° 12' West, 337.25 feet West from the East line of said tract and running thence South, parallel with the East line of said tract, 431.47 feet to the point of beginning; thence continuing South, a distance of 188.73 feet; thence West at right angle, a distance of 108.72 feet; thence North, parallel with the East line of said tract, a distance of 187.96 feet; thence Easterly a distance of 108.72 feet to the point of beginning, containing 0.47 acres more or less, all in the Town of Munster, Lake County, Indiana.

Parcel 2

Part of the Southwest Quarter of Section 20, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point in the centerline of Ridge Road, which is 447.89 feet measured along said centerline of Ridge Road from the East line of said Southwest Quarter; thence South parallel with the East line of said Southwest Quarter, a distance of 452.97 feet; thence West 121.06 feet; thence North parallel with the East line of said Southwest Quarter, a distance of 476.92 feet to the centerline of Ridge Road; thence Southeast along the centerline of Ridge Road, a distance of 123.24 feet to the place of beginning.

and more commonly known as 1854 Ridge Road, Munster, Indiana 46321, constitutes an existing adjacent, non-conforming business use in that it has been utilized on a continuous basis since the year 1931 as Wesley Feikema Sanitation Service and its predecessors in interest. Each and every Lot Owner waives any claim of whatever nature and however arising with regard to such existing adjacent, non-conforming business use.

4. *Lot Owner.* Shall refer to the record owner, his heirs, successors, successors-in-title and/or assigns, whether one or more persons or entities, of any parcel within Hill and Vale Estates Bakker Addition which is intended for independent ownership and use as set forth and evidenced by the Subdivision Plat.
5. *Use.* All residential lots shall be utilized for the new construction of a single family residential dwelling with an attached private garage containing no less than two (2) nor more than four (4) parking spaces and no building previously constructed elsewhere shall be moved upon any lot within Hill and Vale Estates Bakker Addition.
6. *Construction.* All buildings or structures within Hill and Vale Estates Bakker Addition shall be of new construction. However, subject to Architectural Approval part of the existing residential structure on Lot 6 of the Subdivision Plat may be utilized together with new construction toward the completion of a single family residential dwelling subject to all of the within covenants, conditions and restrictions.
7. *Exterior.* At least sixty percent (60%) in area of the exterior of any structure to be erected within Hill and Vale Estates Bakker Addition shall be of masonry construction [brick of a minimum thickness of three (3) inches] and no aluminum, laminated wood or pressed wood siding shall be used on the exterior walls of any structure. Vinyl siding of a minimum thickness of .040" inches, Mitten vinyl or equivalent, is acceptable provided it is ASTM approved, as is fiber-cement Hardipanel vertical or Hardiplank lap siding of 5/16" thickness or its equivalent. Vinyl or aluminum material may be used for soffit and/or fascia.
8. *Chimneys.* All chimneys must be of masonry construction.

9. **Setbacks.** All setbacks shall be in compliance with the zoning ordinances and building code of the Town of Munster and as designated on the Subdivision Plat for Hill and Vale Estates Bakker Addition.
10. **Underground Utilities.** No lines or wires for the transmission of electricity or gas or for communication or cable services shall be constructed, placed or permitted to be placed anywhere within Hill and Vale Estates Bakker Addition other than within buildings or structures or attached to their walls unless contained in conduits or approved cables constructed, placed and maintained underground.
11. **Minimum Floor Area.** The minimum floor area for the construction of a residence shall comply with the following:
- a. All one-story residences shall have a minimum first floor living area of three thousand (3,000) square feet above grade level, not including any part of that area or floor of such residence which is below grade and other areas as hereinafter set forth in paragraph "12.," *infra*.
 - b. All bi-level and tri-level residences shall have a minimum first floor living area of two thousand five hundred (2,500) square feet, not inclusive of the lower levels of such structure and other areas as hereinafter set forth in paragraph "12.," *infra*.
 - c. All one and one-half story residences shall have a minimum first floor living area of two thousand five hundred (2,500) square feet above grade level, not including any part of that area or floor of such residence which is below grade and other areas as hereinafter set forth in paragraph "12.," *infra*.
 - d. All quad-level residences shall have a minimum total floor living area of two thousand five hundred (2,500) square feet and not including certain specified areas as hereinafter set forth in paragraph "12.," *infra*.
 - e. All two story residences shall have a minimum total floor living area of three thousand (3,000) square feet above grade level, not including any part of that area or floor of such residence which is below grade and other areas as hereinafter set forth in paragraph "12.," *infra*.
12. **Square Footage.** In computing the minimum floor requirements as hereinabove set forth the calculation of square footage shall exclude porches, stoops, breezeways, garages, basements, patios and/or those livable areas that are a part of a structure detached from the residence.
13. **Permanent Structure.** No trailer, tent, garage, shed or other outbuilding shall be utilized at any time for a residential purpose.

14. *Fencing.* All fencing shall be deemed to be a structure subject to the Architectural Approval of the Developer and shall be integrated into a formal landscape design and no fencing shall be constructed in the front yard of any lot.
15. *Swimming Pools.* No above ground pool shall be placed or constructed on any lot in the Hill and Vale Estates Bakker Addition.
16. *Vehicle Storage.* There shall be no outside storage or parking upon any lot or street within Hill and Vale Estates Bakker Addition for a period in excess of twenty-four (24) hours, of any commercial vehicle, truck, tractor, mobile home, trailer, recreational vehicle, camper, camper trailer, boat or other water craft, boat trailer, or any other vehicle or transportation device of any kind, except within the parking spaces in a Lot Owner's garage (with the door closed), two (2) automobiles in the driveway, or for a temporary parking space for visitors or guests. No Lot Owner shall repair or restore any vehicle of any kind, except on an emergency basis or within an enclosed garage.
17. *Landscaping.* The owner of a lot who has not commenced the construction of a residence within six (6) months from the date of acquiring title shall clear, till and seed the lot and thereafter regularly keep the lot mowed and trimmed to a height not exceeding four (4) inches and/or as otherwise may be required by the ordinances of the Town of Munster.

Each front and side yard shall be landscaped with sod grass. Only the rear yards may be seeded. Each Lot Owner shall be required to plant or have existing in the front or side yard area at least four (4) deciduous trees with a minimum diameter of two and one-half (2½) inches each and a minimum of eight (8) feet in height above grade. Two (2) of the four (4) trees shall be planted in the parkway area. However, on corner lots there shall be at least six (6) deciduous trees with a minimum diameter of two and one-half (2½) inches each and a minimum of eight (8) feet in height above grade. Four (4) of the six (6) trees shall be planted in the parkway area. Shorter, ornamental trees may be used to satisfy the requirement for deciduous trees not in the parkway area, subject to the approval of the Developer. All deciduous trees must be of a seedless variety and the species shall be subject to the approval of the Developer and in compliance with the ordinance requirements of the Town of Munster.

Additionally, each Lot Owner shall be required to plant in the front or side yard a minimum of twenty (20) shrubs. A minimum of ten (10) of the required shrubs shall be evergreens having a minimum height of eighteen (18) inches or shall be of a flowering variety.

All hedges located in the front yard of a lot shall be composed of a variety of shrub that is capable of being trimmed perpetually to a height not to exceed three (3) feet and all such hedges shall be trimmed as often as necessary to maintain that height.

All landscaping shall be completed within one (1) year from the date of the issuance of a certificate of occupancy by the Town of Munster.

Severability

The invalidation of any of the above and foregoing covenants, conditions and restrictions through the judgment of a court of competent jurisdiction shall in no manner affect or invalidate any other provision, all of which remaining provisions shall remain in full force and effect.

Enforcement

The Developer and its heirs, successors and assigns shall have the right to enforce any provision of this DECLARATION by any proceeding at law or equity. Any Lot Owner or his heirs, successors, successors-in-title and/or assigns found to be in violation of any provision of this DECLARATION shall also be liable for all reasonable attorney fees and costs of litigation incurred by the Developer or any other Lot Owner in Hill and Vale Estates Bakker Addition in prosecuting such an enforcement action. The amount of any judgment, including attorney fees, costs of litigation and court costs, if unpaid, shall constitute a judgment lien against the real estate of the defaulting Lot Owner within Hill and Vale Estates Bakker Addition.

IN WITNESS WHEREOF, the Developer has caused this instrument to be signed and its seal to be hereunto affixed on the date and year first above written.

DEVELOPER:

Huizenga-Feikema Enterprises, LLC
an Indiana Limited Liability Company

By: 

HENRY HUIZENGA, Manager

By: 

WESLEY FEIKEMA, Manager

PREPARED BY:

J. MICHAEL KATZ - The Law Offices of J. MICHAEL KATZ
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