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PENN OAK UNIT ONE RESTRICTIVE COVENANTS

The grantor, PENN OAKS ENTERPRISES LLC, its successors and assigns, and all grantees, their successors and assigns, declare, accept and agree that as a part of the consideration for a deed of conveyance, the following covenants and restrictions shall run with and be a part of any land conveyed from the real estate described as follows:

Lots 1 through 31; 90; and 136-142, all inclusive, of Penn Oak Unit 1 to the City of Crown Point as recorded in Plat Book 88, page 11, document No. 2000-012839 in the Office of the Recorder, Lake County, Indiana.

TICOR TITLE INSURANCE
Crown Point, Indiana

1. That any building, exclusive of a garage incidental thereto used for usual garage purposes, or living quarters for domestic help incident thereof, shall be a one-family residence or dwelling and shall be occupied by not more than one (1) family.
 - (a) No gainful occupation or profession, or other non-residential use, shall be conducted upon the premises.
 - (b) No noxious or offensive activity shall be carried on, nor shall anything be done which is or may become, an annoyance or nuisance.
 - (c) No livestock or poultry shall be kept on maintained upon the premises.
 - (d) No burning of refuse shall be permitted other than in proper facilities maintained in or as a part of a dwelling, except for the burning of leaves and pruned branches if permitted by applicable laws and ordinances.
 - (e) No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained upon the premises.
 - (f) No plants, or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon the premises.
 - (g) No building shall be located or maintained within the utility and drainage easements within or upon the real estate. The removal of such as required by the city of Crown Point, Lake county, Indiana, or any public or utility or governmental agency shall be at the sole cost and expense of the lot owner.

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Return: Fleming Realty

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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- (h) No lines or wires for communications or the transmission of electric current or power shall be constructed or placed anywhere on the real estate other than within dwellings or accessory buildings unless the same shall be contained in conduits, or except where indicated on the plat of subdivision of the real estate and except for easements heretofore granted for electric transmission lines, if any. No satellite dishes, or television dishes greater than 18" in diameter are permitted on any lot.
- (i) If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof with all due diligence, but not to exceed six (6) months, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty.
2. Any residence or dwelling house erected on any lot shall include, and have erected, an attached 2 car garage.
3. Any residence or dwelling house erected on Penn Oak Unit One, Lots 1-31; 90; and 136-142, all inclusive, shall maintain finished grade elevations as established on the grading plat of subdivision unless otherwise approved by the architectural committee. In the event any such lot owner desires to build a walk out basement or in any fashion create an opening below the finished grade elevation as depicted upon the plat of subdivision, such opening shall be not less than two feet (2') above the floor elevation. Any deviation from these elevations may require the lot owner to secure flood insurance.
4. A. Any residence or dwelling house erected on Penn Oak Unit One, Lots 1-31; 90; and 136-142, all inclusive, shall meet the following minimum requirements.
- (1) All structures shall be erected by a general contractor approved by the developer.
 - (2) There shall be no quad-level, tri-level, and/or bi-level residential structures.
 - (3) All ranch, residential structures shall have a minimum main floor area of 1,000 square feet.
 - (4) All 1-½ and 2 store residential structures shall have a minimum total area of 1,200 square feet.

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- (5) The above required minimum areas do not include porches, breezeways, or attached garages.
- (6) Any residence or dwelling house erected on any lot shall provide driveways and parking areas and be a rigid surface. Rigid surface is defined as paving brick or rigid poured concrete.
- (7) All roofs shall be equal to or greater than 6/12 pitch provided however that the architectural committee may modify this requirement.
- (8) Exterior finishing materials on any structure must be specifically approved in writing by the architectural committee.
- (9) All chimney tops or caps shall be approved by the architectural committee.
- (10) All mailboxes shall be approved by the architectural committee.

5. No outbuildings shall be erected on any lot without architectural committee approval.

6. An architectural committee is hereby formed consisting of Thomas Fleming. The architectural committee shall be in effect until January 2, 2015. Plans and specifications for any residence or dwelling house to be erected on any lot must first secure the approval of the architectural committee. Upon resignation or inability to act, the developer shall appoint one or more members to the committee, not to exceed three members.

Prior to applying for a building permit from the City of Crown Point, a lot owner must submit two sets of complete and detailed plans, specifications and detail sheets to the architectural committee. At the time of submission the lot owner must identify each and every variance from these restrictive covenants that is contained within the detailed plans and/or specifications with an explanation and/or justification for the variance. In the event the lot owner fails to submit a request for variance from these restrictive covenants, the architectural review committee shall presume that the plans and specifications are in complete accord with the restrictive covenants as to any deficiency which may be contained within the plans and specifications notwithstanding any subsequent approval by the committee.

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All plans, specifications, request for variance, and other material shall be filed in the office of Thomas Fleming, 736 North Main Street, Crown Point, Indiana, for referral to the architectural review committee. The architectural review committee's approval or disapproval on matters required by this declaration shall be by majority vote of the committee. A report in writing setting forth the decisions of the committee shall thereafter be transmitted to the applicant and the City of Crown Point by the architectural review committee within thirty days after the date of filing the plans, specifications, request for variance, and other material by the applicants. In the event the architectural review committee fails to approve or disapprove within thirty days after submission, the final plans, specifications and other material, as required in this declaration, approval shall not be required and the related requirements of this declaration shall be deemed to be complied with.

7. Any residence or dwelling house erected on any lot shall provide a five foot (5') public sidewalk of poured concrete along all street frontage and within the public right-of-way.
8.
 - (a) Within six (6) months from the date of occupancy of any structure, the owner of any lot shall make provision for the planting of at least two trees within the parkway adjacent to each street curb abutting the lot. Such trees shall be selected by the architectural control committee with a 1- $\frac{1}{2}$ " caliper measurement requirement.
 - (b) A landscaping plan shall be submitted to and approved by the architectural control committee prior to occupancy.
 - (c) At time of occupancy of any structure the owner of any lot shall sod all front yards and seed side and rear yards. Extensions for seeding, sodding and landscaping may be granted by the Architectural Control Committee for the reason of inclement weather.
9. All fencing must be approved in advance by the Architectural Control Committee.
10. No residence, building, or other structure, shall be erected closer than five (5') feet to the side line or lines of any lot, the ownership of which is vested in a different person than that of the lot or lots on which said house of structure is to be built.

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11. All buildings must be stick built on a lot. No building shall be moved from another location to a lot in this subdivision. No structure of a temporary nature, and no trailers, tents or accessory building shall be used at any time as a residence.
12. No campers, boats, trailers, commercial vehicles, or trucks with a license plate rated at 7,500 GVW or greater, shall be stored on the premises, other than within a garage, provided however, that boats, campers, and trailers for recreational use may be placed temporarily upon the driveway between the curb and the front building line and immediately prior to or after their use for a period not to exceed twenty-four hours. The term "commercial vehicles" shall include all trucks and vehicular equipment, in excess of one-half ton, which shall bear signs or have printed on the side of same, with reference to any commercial undertaking or enterprise.
13. To the extent that compliance is required with Rule 5 of the Indiana Department of Environmental Management concerning soil erosion practices, each contractor and/or lot owner erecting the residence on a lot in this subdivision shall be required to conform and comply with all such soil erosion practices.
14. No permanent building shall be placed on easements granted per the recorded subdivision plat.
15. Any residence or dwelling house erected on any lot shall not have an enclosed front porch with screening or any other material.
16. These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 2025, at which time such covenants shall be automatically extended for successive periods of ten (10) years unless by a majority vote of the then owners of the lots it is agreed to change the said covenants in whole or in part.
17. If any person, persons, firm or corporation upon whom these covenants are binding shall violate, break, or attempt to violate or break, any one or more of these covenants, any of the owners of the lots described in said platted subdivision or the City of Crown Point may proceed at law or in equity, or by any other appropriate legal proceeding to prevent any such violation of any of said covenants, and in addition thereto recover damages for any such violation shall occur that there shall be a forfeiture or reversion by reason thereof.

The right to enforce these provisions by restraining order or injunction together with the right to cause the removal by due process of law of any structure or any part thereof erected or

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maintained in violation thereof, is hereby dedicated to the public, the city of Crown Point, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

18. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision which shall remain in full force and effect.
19. These covenants may be amended at any time to include part or all of any subsequent Penn Oak Unit(s) and any changes related to such subsequent units.

These Restrictive Covenants are executed pursuant to, and in the exercise of, the power and authority granted to and vested to PENN OAKS ENTERPRISES, LLC, and subject to all restrictions of record.

This instrument is executed by the undersigned, PENN OAKS ENTERPRISES, LLC, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein are not made, individually, or for the purpose of binding it personally. No liability is assumed by, nor shall at any time be asserted or enforced against PENN OAKS ENTERPRISES, LLC or member thereof on account hereof, or an account of any covenants, undertaking representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties claiming by or through or under said parties or holder hereof.

20. These covenants shall not apply to or include or affect any commercial or multi-family units developed as approved by the City of Crown Point in the Penn Oak plats of development or development contiguous thereto.

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IN WITNESS WHEREOF, the said PENN OAKS ENTERPRISES, LLC has caused these Restrictive Covenants to be signed by its member, Karl E. Hand, and attested by its member, Thomas Fleming, and its seal to be hereunto affixed this 3 day of Aug, 2000.

PENN OAKS ENTERPRISES, LLC

Document is NOT OFFICIAL

By: Karl E. Hand
Karl E. Hand, Member

This Document is the property of the Lake County Recorder!

Attest:

Thomas Fleming
Thomas Fleming, Member

(SEAL)

The above attached covenants and restrictions are hereby approved and accepted this 3 day of Aug, 2000.

HOPPER CONSTRUCTION, INC.

By: George Hopper
George Hopper



Attest: Mary Jane Hopper
Mary Jane Hopper

F & H PROPERTIES, INC.

By: Tomothy G. Henderlong
Tomothy G. Henderlong

Attest: Thomas Fleming
Thomas Fleming

This Instrument Prepared by:

Karl E. Hand
Attorney At Law
3235 - 45th Street
Highland, IN 46322
(219) 924-2640

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